

COLLECTIVE AGREEMENT

BETWEEN

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION
(‘EPSCA’)**

AND

**OPERATIVE PLASTERERS’ AND CEMENT MASONS,
INTERNATIONAL ASSOCIATION OF THE
UNITED STATES AND CANADA
PLASTERERS LOCAL 124**

May 1, 2020 – April 30, 2025

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COLLECTIVE AGREEMENT

by and between

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

and the

**OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA
PLASTERERS LOCAL 124
(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 agency for a bargaining unit comprising employees as defined in Section 1.3 and foremen as defined in Section 1.4 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation, Hydro One and Bruce Power property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

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

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

The term 'employee' includes foremen in Articles 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24.1(b), 24.1(c), 26, and in the applicable Vacation Pay and Statutory Holiday Articles of this Agreement.

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

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

* ***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***

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

Article 2 CLASSIFICATIONS

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

Plasterer Subforeman
Plasterer
Fireproofers
Drywall Taper/Finisher
Apprentice

- 2.2 The classifications referred to in Section 2.1 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 9 and 10 of this Collective Agreement.
- 2.3 If additional classifications are required, they will be negotiated as appropriate for work in the electrical power systems sector.
- 2.4 Working Foreman

Where the crew size is five (5) or less, the foreman may work with the tools on mutual agreement of EPSCA and the local Business Manager.

Article 3 PROBATIONARY EMPLOYEES

- 3.1 New employees will be subject to a 60-day probationary period during which time their work performance and capability will be assessed. The Employer may terminate the employment of any probationary employee whose work performance and capability is deemed unsatisfactory.

Article 4 FOREMEN

Because a variety of practices exist in the construction industry regarding representation of foremen, this Article applicable to foremen shall form part of this Agreement. EPSCA and the Council have agreed to the following conditions to apply to foremen.

- 4.1 It is understood that foremen hold a key position in the relationship between the Employers and the Unions. Both parties agree that every effort should be made to recruit and retain foremen who have a high degree of efficiency in the

performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of a Union, the Employers, the Council and the Unions will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employers and the Unions.

- 4.2 (a) Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as provided for in the individual trade appendices' articles.
- (b) The parties recognize the responsibility of foremen to discharge their managerial duties. If a Union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that a Union is interfering with a foreman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.

EMPLOYERS' RIGHT TO SELECT

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

UNION AFFILIATION

- 4.4 In accordance with the "Union Security" article, and in accordance with Article 4.3, Employers' Right to Select, contained in this Agreement, the appropriate Union affiliation for foremen shall be determined, as follows:
- (a) Foremen appointed by internal promotion shall retain the Union membership held prior to appointment.
- (b) Foremen recruited externally shall:
- (i) if a Union member, continue that Union membership; or
- (ii) if not a Union member, join the appropriate Union in keeping with the nature of the work to be done.

WAGES

- 4.5 (a) The rates of pay for foremen covered by this article shall be the greater of:
- (i) \$2.75 per hour above the journeyman rate; or
 - (ii) the Employer's current practice; or
 - (iii) the rate negotiated in appropriate local agreements; except, as noted, in (b) hereunder:
- (b) The rates of pay for foremen engaged in the supervision of work covered by the "exceptions" contained in the Operating Engineer, Teamster and Laborer Appendices shall be the greater of:
- (i) the Employer's current practice; or
 - (ii) the locally negotiated rate for work of the same class and character.

WEEKLY HOURS OF WORK

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

SHIFT DIFFERENTIAL RATE

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

OVERTIME RATES

- 4.8 Overtime rates for work performed outside normal hours as defined in the "Hours of Work" article 37 contained in this Agreement and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the Union with which the foreman is affiliated.

BENEFITS

- 4.9 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of foremen covered by this Article.

Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Unions with which the foremen are affiliated.

MOBILITY

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

APPRENTICESHIP AND TRAINING PROGRAMS

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

TOOLS AND CLOTHING

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

Article 5 FORM OF AGREEMENT

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

Article 6 EXECUTIVE COMMITTEES

6.1 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 7
PROJECT COMMITTEES

- 7.1 A Project Committee shall be established for each Major Project and the Construction and Services Division.
- 7.2 The Committee will be responsible for conducting EPSCA/Union concerns for each Major Project or Line and Stations Construction Zone and will meet quarterly or 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.
- 7.3 On the part of EPSCA, each Project Committee shall be comprised of the appropriate representatives including contractor representatives. In addition, the officers of EPSCA are ex officio members of this Committee.
- 7.4 On the part of the Union, each Project Committee shall be comprised of the appropriate accredited Union Representative and may include the senior union representatives. In addition, the officers of the Council are ex officio members of this Committee.
- 7.5 The Chairman of each EPSCA Project Committee shall be appointed by EPSCA. .
- 7.6 The Chairman of each Union Project Committee shall be appointed by the Union members.
- 7.7 Chairmanship of the meetings will alternate between the EPSCA Project Committee Chairman and the Union Project Committee Chairman.
- 7.8 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.
- 7.9 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.
- 7.10 EPSCA and the Union will set the time and place of all Project Committee meetings.

Article 8
ACCREDITED UNION REPRESENTATIVES

- 8.1 The senior representative of the Union will designate local union representatives as Accredited Union Representatives to handle day-to-day administration of this Agreement on the basis of not more than two Representatives from the Union for each Major Project and a suitable number for the Line and Stations Construction Zone. The Union will notify EPSCA, in writing, of the names of such Union Representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such Representatives, after identifying themselves to the 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.
- 8.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in matters requiring the involvement of the International Representative.

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

Article 9
UNION STEWARDS

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

Except at Bruce 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.

- 9.2 The Union shall receive written notice before the employment of a

steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.

- 9.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in this Agreement, shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 9.4 No foreman or subforeman shall be permitted to act as a steward.

Article 10 ADVANCE NOTICE

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

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

- 10.2 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.
- 10.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 10.1 and 10.2 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 11 WORK ASSIGNMENT

- 11.1 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.

- 11.2 (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.

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

- (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 11.2(b) or 11.2(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 responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the union when in attendance at the markup meeting. The Employer will specify a reasonable time limit for the Union involved to submit evidence of its claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Union 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 12 JURISDICTIONAL DISPUTES

- 12.1 (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 12.1(b), 12.2, 12.3, and 12.4 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 12.1(b), 12.2, 12.3, and 12.4 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.

- 12.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the International Representative of the Union. Those Unions and Employers involved shall advise the Union and EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
- 12.3 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.
- 12.4 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.

- 12.5 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.

- 12.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 12.4 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 12.6 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.
- 12.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 12.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 12.4 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 13

UNION SECURITY

13.1 UNION MEMBERSHIP

- (a) Employees

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

(b) Foremen

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

13.2 CHECKOFF

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

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

The Union, through its International Office, will notify EPSCA, in writing, of the appropriate initiation fees and Union dues and of any changes to such fees and dues. Within three (3) weeks of receipt of an acceptable written notice, any changes to such fees and dues will be implemented. The effective date will be the date of implementation.

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

13.3 Dues deductions to be based on cents per hour worked.

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.

13.4 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the months of April and

November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

All changes to wage schedules as a result of Articles 13, 16 and 18 to be limited to every 3 years.

Article 14 EMPLOYMENT

- 14.1 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for the Lines and Stations Construction Zone. 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.
- 14.2 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.
- 14.3 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 14.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 14.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.
- 14.5 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.
- (a) Employers reserve the right to transfer tradesmen from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear and hydraulic generation and transmission and transformation construction.
- 14.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence:

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate local union office for tradesmen and apprentices required. The request will include a description of the work, the number of qualified tradesmen and apprentices required, and the name of the Employer for whom the tradesmen and apprentices will be working.

The Employer shall have the right to request Union members from the Local Union by name, in writing, who shall be issued a referral slip by the Local Union. The number of employees so requested shall not exceed fifty percent (50%) of the employees supplied to the job by the Local Union, subject to the availability of the requested individuals.

- (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA office. The Union will prioritize the referral of qualified members on the basis of proximity to work site. Those who live closest are referred first. Members referred from outside the geographic area will not be eligible for Board Allowance unless they have been name hired or transferred at the request of the employer.

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 Lines and Stations Construction as soon as they are known.

- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 14 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradesmen and apprentices on the

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

- (e) The Employer may elect to:
 - (i) Hire employees currently on recall; or
 - (ii) Transfer existing employees from projects under this agreement; or
 - (iii) Transfer existing employees from sector to sector within the Local Union area; or
 - (iv) Name hire members from the Local Union; or
 - (v) Hire a combination of employees from (i) to (iv) above. The total of employees hired from (i) to (iv) above not to exceed 50% of all employees hired.

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

- 14.7 Notwithstanding the provisions of Articles 14.5 and 14.6, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Articles 39 and 40.
- 14.8 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.
- 14.9 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 15 APPRENTICESHIP AND TRAINING PROGRAMS

- 15.1 The Employer agrees to pay into operative apprenticeship or training funds the amounts specified for apprenticeship or training as set forth in the wage schedules, attached hereto, for employees covered by this Appendix during the time they are employed.
- 15.2 The Union agrees to supply EPSCA with all pertinent information regarding these funds.
- 15.3 Training programs established by the Employer to provide skills required in the electrical power systems sector shall be funded by reducing the Employer's

contribution to the training fund in the specific locality where the training is taking place by an amount of money equivalent to the cost of such programs.

- 15.5 The Union agrees that for purposes of continuity of employment, the Employer may transfer apprentices to any work location or Project.

Article 16 WAGES

- 16.1 Effective May 1, 2020 and until April 30, 2025 the rates of pay for employees in the classifications listed in Article 2, 3 and 4 shall be as set forth in the wage schedules, attached hereto.

EPSCA shall provide the Union with the current wage schedules.

- 16.2 The rate for subforemen shall be the appropriate journeyman rate plus \$1.20 per hour.
- 16.3 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.
- 16.4 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 17 STATUTORY HOLIDAY AND VACATION PAY

- 17.1 The Vacation and Statutory Holiday pay rate shall be ten (10) percent of vacationable gross earnings*.

* ***“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.***

Payment shall be made weekly on the employee's regular pay cheque.

A three (3) week leave of absence for the purpose of taking an annual vacation will be granted in the calendar year in which the employee completes one year

of continuous service with the Employer. In special circumstances, where the work schedule permits, additional time off may be granted an employee. The additional time off will not be unreasonably denied.

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.

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

Article 18 BENEFITS

- 18.1 The Employer agrees to pay into operative welfare, pension and supplementary unemployment benefit plans, whether in addition to the wage rates or deducted from the wage rates. The amounts shall be as set out in the wage schedules, attached hereto.
- 18.2 The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of them.
- 18.3 Any changes in welfare, pension plan or S.U.B. contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect. 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.
- 18.4 In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages

and not as a penalty an amount equal to two (2%) percent (equivalent to 24% per annum) for each month or part thereof that the contributions and/or deductions are in default for greater than fifteen (15) days provided the Employer has received five (5) days' written notice to correct such fault. The Trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

- 18.5 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to *the Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

Article 19 PREMIUMS

- 19.1 When an employee is required to work from a bosun chair or swing stage, more than ten (10) feet above a fixed, safe surface, the employee will receive an additional one dollar (\$1.00) per hour for each hour worked.

Article 20 PAY PROCEDURE

20.1 NORMAL

- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 20.1(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.
- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Employees of the three owners (Ontario Power Generation, Bruce Power and Hydro One) to be paid weekly or bi-weekly at employer option. Contractor employees will be paid weekly. Direct deposit may be implemented for employees of the three owners (Ontario Power Generation, Bruce Power and Hydro One). Accompanying each

payment of wages shall be a written, or electronic statement, which can be retained by the employee, setting forth:

- (i) the period of time or the work for which the wages are being paid;
- (ii) the rate of wages to which the employee is entitled;
- (iii) the amount of wages to which the employee is entitled;
- (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
- (v) any allowance or other payment to which the employee is entitled;
- (vi) the amount of vacation pay for which the employee is being credited;
- (vii) the amount of statutory holiday pay for which the employee is being credited; and
- (viii) the net amount of money being paid to the employee.

Direct deposit may be implemented at the Employer's option.

- (c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.
- (d) Where government forms are required, where possible electronic methods will be utilized.

20.2 ON TERMINATION

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

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.

- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 20.2(b) if the Employer's pay facilities are not on site.
- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

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

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until his normal date of layoff.

Article 21 CALL-IN PAY

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

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

Article 22 REPORTING PAY

- 22.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of four (4) hours' pay at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for work for any part of the first half of a shift and an additional four (4) hours on the first and second shifts or two and one-half (2-1/2) hours on the third shift will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this

Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

- 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
SHIFT DIFFERENTIAL RATE

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

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

Shift Differential will not be paid on overtime hours.

Article 24
INCLEMENT WEATHER PAY

- 24.1 When an employee reports for work at the beginning of a shift and inclement weather is declared, an employee shall be entitled to the following payment unless notified not to report by his Employer:

- (a) If not put to work, a minimum of two (2) hours' pay at the appropriate rate, providing he remains at his place of work for two (2) hours unless given his Employer's permission to leave;

OR

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

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

OR

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

Article 25
GENERATION PROJECTS DAILY TRAVEL ALLOWANCE
AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

25.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Article 25.2, on the following basis:

- (a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.
- (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$27.90 per day travel allowance effective May 1, 2020 (\$28.18 effective May 1, 2021, \$28.46 effective May 1, 2022, \$28.74 effective May 1, 2023 and \$29.03 effective May 1, 2024) for each day worked or reported for.
- (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$32.41 per day travel allowance effective May 1, 2020 (\$32.73 effective May 1, 2021, \$33.06 effective May 1, 2022, \$33.39 effective May 1, 2023 and \$33.72 effective May 1, 2024) for each day worked or reported for.
- (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$37.15 per day travel allowance effective May 1, 2020 (\$37.52 effective May 1, 2021, \$37.90 effective May 1, 2022, \$38.28 effective May 1, 2023 and \$38.66 effective May 1, 2024) for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 25.2 below, he will receive \$42.95 per day travel allowance effective May 1, 2020 (\$43.38 effective May 1, 2021, \$43.81 effective May 1, 2022, \$44.25 effective May 1, 2023 and, \$44.69 effective May 1, 2024) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.
- (f) Employees using company vehicles are not entitled to daily travel
When an employee is directed to report to a location that involves traveling around a natural barrier, the distance around the natural

barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement.

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

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

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

ROOM AND BOARD

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

- (a) An Employer may supply either:
 - (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
 - (ii) a subsistence allowance;subject to Sections 25.2 (b), (c) and (d) below.
- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$89.39 per day effective May 1, 2020 (\$90.28 effective May 1, 2021, \$91.18 effective May 1, 2022, \$92.09 effective May 1, 2023 and \$93.01 effective May 1, 2024) for each day worked or reported for when employed at a location south of the French River and \$109.57 per day effective May 1, 2020 (\$110.67 effective May 1, 2021, \$111.78 effective May 1, 2022, \$112.90 effective May 1, 2023 and \$114.03 effective May 1, 2024) for each day worked or reported for when employed at a location north of the French River subject to Sections 25.2(c) and 25.2(d) below.

- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to \$54.23 per day effective May 1, 2020 (\$54.77 effective May 1, 2021, \$55.32 effective May 1, 2022, \$55.87 effective May 1, 2023 and \$56.43 effective May 1, 2024) for each 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 \$73.84 per day effective May 1, 2020 (\$75.69 effective May 1, 2021, \$77.58 effective May 1, 2022, \$79.52 effective May 1, 2023 and \$81.51 effective May 1, 2024) for each day worked or reported for.

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

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

25.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 25.1 and 25.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.

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

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

Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

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

25.6 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within 48 hours of cessation of employment. The Employer will not be responsible for any application initiated more than 48 hours after an employee has been laid off, has quit or has been terminated.”

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

25.8 If a journeyman does not qualify for Room and Board under Article 25.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 25.1(e).

Article 26 LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

26.1 The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 26.4 on the following basis:

- (a) If an employee lives less than fifty (50) road-driven kilometers from the work location or declared assembly point, no travel allowance will be paid.
- (b) If an employee lives fifty (50) to seventy (70) road-driven kilometers from the work location or declared assembly point, he shall receive \$23.56 effective May 1, 2020, (\$23.80 effective May 1, 2021, \$24.04 effective May 1, 2022, \$24.28 effective May 1, 2023 and \$24.52 effective May 1, 2024) per day travel allowance for each day worked or reported for.

- (c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the work location or declared assembly point, he shall receive \$27.66 effective May 1, 2020, (\$27.94 effective May 1, 2021, \$28.22 effective May 1, 2022, \$28.50 effective May 1, 2023 and \$28.79 effective May 1, 2024) per day travel allowance for each day worked or reported for.
- (d) If an employee lives ninety-six (96) to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, he shall receive \$31.76 effective May 1, 2020, (\$32.08 effective May 1, 2021, \$32.40 effective May 1, 2022, \$32.72 effective May 1, 2023 and \$33.05 effective May 1, 2024) per day travel allowance 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 28.4 below, he shall receive \$35.57 effective May 1, 2020, (\$35.93 effective May 1, 2021, \$36.29 effective May 1, 2022, \$36.65 effective May 1, 2023 and \$37.02 effective May 1, 2024) per day for each day worked or reported for.
- (f) Employees using company vehicles are not entitled to daily travel

26.2 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.

26.3 For the Purpose of the Collective Agreement, “road-driven kilometres” is based on the shortest available road-driven distance from where the 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.

ROOM AND BOARD

26.4 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 26.3(b) and (c) below.

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

1. ***The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***
2. ***The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***
3. ***For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence.***
4. ***For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply.***

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$92.34 effective May 1, 2020, (\$93.26 effective May 1, 2021, \$94.19 effective May 1, 2022, \$95.13 effective May 1, 2023 and \$96.08 effective May 1, 2024) per day for each day worked or reported for subject to Section 26.4(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 \$44.14 effective May 1, 2020, (\$44.58 effective May 1, 2021, \$45.03 effective May 1, 2022, \$45.48 effective May 1, 2023 and \$45.93 effective May 1, 2024) per day for each day worked or reported for.

26.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 26.1 and 26.4 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

26.6 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic

area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

- 26.7 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.
 - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
 - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- 26.8 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within 48 hours of cessation of employment. The Employer will not be responsible for any application initiated more than 48 hours after an employee has been laid off, has quit or has been terminated.

Article 27
LINES AND STATIONS CONSTRUCTION
DAILY TRAVEL TIME

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

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

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

27.3 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.

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

Article 28

GENERATION PROJECTS – TRAVEL AND TRANSPORTATION

28.1 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 162 radius kilometers from the project, the Employer shall pay 20¢ per radius kilometer plus an allowance for travel time equivalent to one hour's pay for each 81 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

28.2 NON-ONTARIO RESIDENTS

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

28.3 To qualify for payment in 28.1, and 28.2, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of his job, whichever is lesser.

28.4 On termination of employment due to a reduction of staff, an employee entitled to payment under 28.1, and 28.2, will be entitled to return expenses calculated in the same manner as in 28.1, and 28.2, above, for the return trip from the

project. An employee whose employment terminates for any reason other than reduction of staff will not be eligible for return payment.

28.5 TRANSFER

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

ARTICLE 29 HYDRO ONE (LINES AND STATIONS CONSTRUCTION) TRAVEL AND TRANSPORTATION

29.1 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay 20¢ per road-driven kilometer plus an allowance for travel time equivalent to one hour's pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

29.2 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time equivalent to one hour's 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 tradesmen live or place of recruitment whichever is closer to the project.

29.3 To qualify for payment in 29.1, and 29.2, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of his job, whichever is lesser.

29.4 On termination of employment due to a reduction of staff, an employee entitled to payment under 29.1, and 29.2, will be entitled to return expenses calculated in the same manner as in 29.1, and 29.2, above, for the return trip from the project. An employee whose employment terminates for any reason other than reduction of staff will not be eligible for return payment.

29.5 TRANSFER

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

Article 30 STANDOFF

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

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued electronically upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid if the employee is specifically directed by the employer to maintain existing accommodation near the work location.

30.2 The duration of subsistence allowance per 30.1 above will be no longer than a maximum of ten (10) consecutive working days.

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

30.4 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of the appropriate Trade Appendix of this Agreement. An employee laid off will be issued a Record of Employment form electronically on his date of layoff indicating "Layoff – Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.

30.5 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 31 REST PERIOD

- 31.1 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.
- 31.2 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.
- 30.3 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 32 LUNCHROOM FACILITIES

- 32.1 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 33 MEALS ON OVERTIME

- 33.1 If an employee is notified during the time he is working that he will be required to continue working for more than two (2) hours past the normal quitting time of the first or second shifts or for more than three and one-half (3-1/2) hours beyond the normal quitting time of the third shift, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked (first or second shifts) or three and one-half (3-1/2) hours of overtime worked (third shift) and for each four (4) hours of overtime worked thereafter.

The employee will be allowed thirty (30) minutes paid at the straight time rate to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period. The Employer will supply a hot meal when possible. When a free meal is not provided, the Employer will pay the employee one-half (1/2) hour at his appropriate rate.

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

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Statutory Holidays for employees who normally work the first or second shifts, nor is it applicable to the first six and one-half (6-1/2) hours worked on Sundays or recognized holidays for employees who normally work the third shift.

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

Article 34 TOOLS AND CLOTHING

- 34.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list as specified in the Tool List, attached hereto.

Each Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade, but shall not be held responsible for losses, except as noted hereunder:

- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
- (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be

limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

- (e) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.

- 34.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.
- 34.3 Gang tools shall be the responsibility of the Employer. Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trades tool lists, nor are they the tools and equipment identified in Section 34.4 of this Article.
- 34.4 Employers may supply additional tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for loss or damages to such tools. Employees will immediately report any losses or damages to the Employer and the Employer shall assess the merits of each case prior to charging employees for such losses and damages.

Article 35

PROTECTIVE CLOTHING AND EQUIPMENT

- 35.1 Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. Where deemed necessary by the Employer on abnormally dirty work or for the safe performance of work, coveralls and gloves will be supplied.
- 35.2 Protective clothing and equipment and rainwear that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.
- 35.3 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

Article 36
APPRENTICESHIP AND TRADES TRAINING

- 36.1 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.
- 36.2 Apprentices shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeymen. By agreement of the parties the ratio may be further reduced.

Article 37
HOURS OF WORK

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

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 37.2, 37.3, 37.4, and 37.5.

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, 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 weeks. The employer will notify the Local Union of the weekly hours of work for each work program at the site. If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of two (2) days written notice shall be sent to the Local Union.

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

Employees 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.

Three (3) Shift Operation

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

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

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

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the trade appendices.

37.2 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.

37.3 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.

37.4 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.

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

Article 38
OVERTIME RATES

- 38.1 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 maximum of 12 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the base hourly rate.
- 38.2 Overtime work performed on Saturday, Sunday and the Statutory Holidays listed in Article 17 of this Agreement shall be paid at two (2) times the basic hourly rate.
- 38.3 When overtime work is required, a minimum of one-half (1/2) hour's work will be provided.
- 38.4 Where practical and when an additional person is required for a crew, the Chief Steward shall be given the first opportunity to work overtime providing he is qualified to perform the work. When the Chief Steward declines the opportunity to work overtime, he will appoint an acting union steward from the workers assigned to work the overtime.
- 38.5 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 39
GRIEVANCE PROCEDURE

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

The grievance procedure (Article 39) and arbitration procedure (Article 40) do not apply to jurisdictional disputes.

- 39.2 PRELIMINARY DISCUSSION

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

39.3 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 EPSCA or the Employer within fifteen (15) working days of the alleged grievous act.

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

The Management Committee shall be comprised of EPSCA 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.

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

Copies of completed grievance forms signed by the appropriate parties shall be filed by EPSCA or the Employer.

39.4 SECOND STEP

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

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

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

39.5 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.

39.6 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, 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.

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

39.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 40 ARBITRATION

40.1 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 39, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

- 40.2 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.
- 40.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 40.4 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 41

NO STRIKE - NO LOCKOUT

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

Article 42
ASSOCIATION FUND

- 42.1 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 43
RADIATION WORK

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

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

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

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

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

Article 44
ABORIGINAL CONTENT COMMITMENT

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

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

Article 45
TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties through their duly authorized officers have executed this Agreement, this 20 day of May, 2020.



Alex Lolua, GM
EPSCA



Richard Corcoran
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 124

APPENDIX A

MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room & board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 25.1 and 25.2 (or Articles 26.1 and 26.4 for Lines and Stations).
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

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

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

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

APPENDIX B

7-DAY COVERAGE

GENERATION

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) in duration, however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

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

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

Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with seven (7) calendar days' notice prior to the implementation of these shift provisions.

First Shift (Day Shift)

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

Second Shift (Afternoon Shift)

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

Third Shift (Night Shift)

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

All Shifts

Regularly scheduled hours of work on Saturday and Sunday and non-shift days shall be paid at two (2) times the straight time hourly rate.

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

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

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

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

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established. Overtime will be in accordance with the provisions of the collective agreement.

APPENDIX D

7-DAY COVERAGE

ONTARIO HYDRO SERVICES COMPANY (LINES AND STATIONS)

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

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

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

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

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

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

First Shift

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

Second Shift

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

Third Shift

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

All Shifts

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

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

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

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

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

APPENDIX E

During the course of this collective agreement the parties will meet and negotiate terms and conditions for Nuclear sites that will establish the framework for major refurbishment and/or outages.

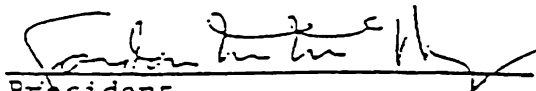
STATEMENT OF UNDERSTANDING NO. 1

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


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

For:

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



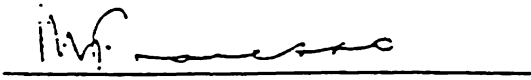
President



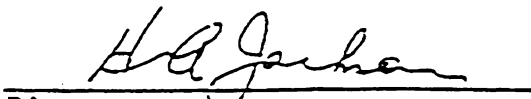
Director



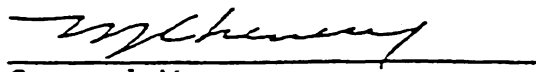
Director



Director



Director



General Manager



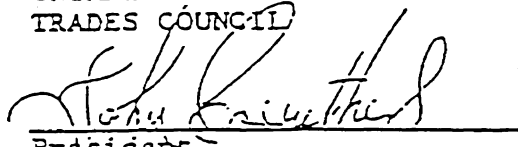
Secretary-Treasurer



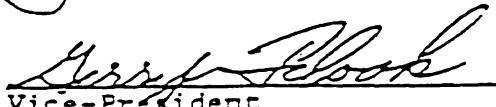
Secretary-Treasurer

For:

ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President

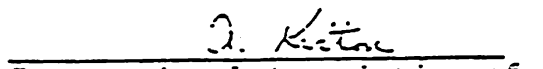


Vice-President

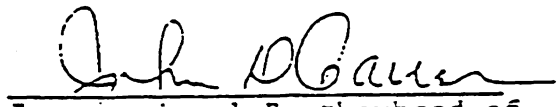


Secretary-Treasurer

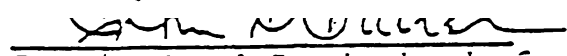
For the Member Unions



International Association of
Heat and Frost Insulators and
Asbestos Workers



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

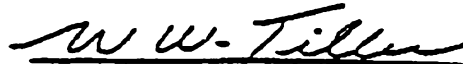


International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
and Helpers

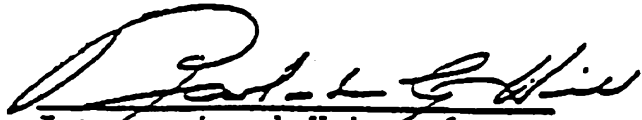
STATEMENT OF UNDERSTANDING NO. 1



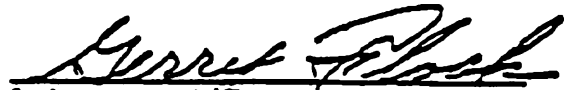
International Brotherhood of
Painters and Allied Trades



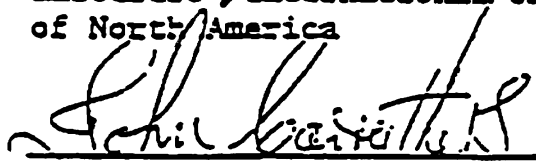
International Brotherhood of
Teamsters, Chauffeurs,
Warehousemen and Helpers of
America



International Union of
Operating Engineers



Labourers' International Union
of North America



United Brotherhood of
Carpenters and Joiners of
America

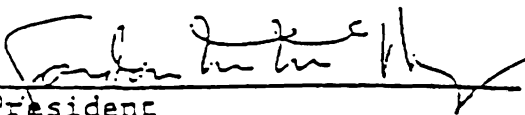
STATEMENT OF UNDERSTANDING NO. 2

It is recognized and agreed by The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council that foremen covered by the Collective Agreement between The Electrical Power Systems Construction Association and the Ontario Allied Construction Trades Council who are employed by Ontario Hydro and who possess full regular status will not be required to comply with subsection (b) section .1 of Article 12, Union Security, of the Master Portion of the Collective Agreement. However, if any of these foremen join a member Union of the Council they will be put on checkoff and will be required to maintain their membership in the Union.


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

For:

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION



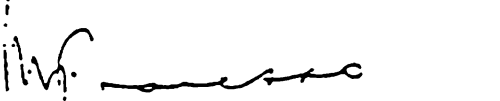
President



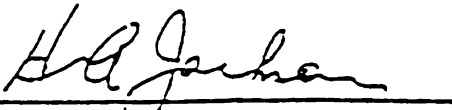
Director



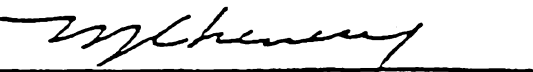
Director



Director



Director




General Manager



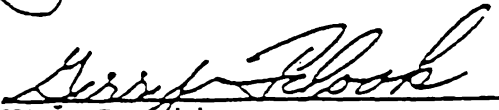
Secretary-Treasurer

For:

ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL



President

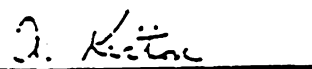


Vice-President




Secretary-Treasurer

For the Member Unions



International Association of
Heat and Frost Insulators and
Asbestos Workers

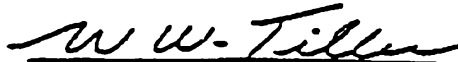


International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
and Helpers

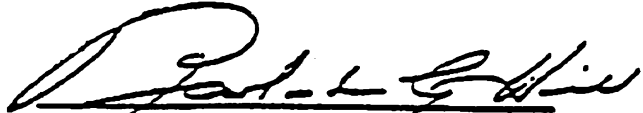
STATEMENT OF UNDERSTANDING NO. 2




International Brotherhood of
Painters and Allied Trades



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



International Union of
Operating Engineers



Labourers' International Union
of North America



United Brotherhood of
Carpenters and Joiners of
America

LETTER OF UNDERSTANDING

between

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

**ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL**

It is agreed that STATEMENT OF UNDERSTANDING No. 3 which is dated August 28, 1974 and appended to the Master Portion of the EPSCA/OACTC Collective Agreement, is hereby withdrawn and cancelled effective January 28, 1999.

DATED at Toronto, Ontario, this 16th day of August, 1999.

For:

**THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

Joe Dotchin

Barry Roberts

For:

**THE ONTARIO ALLIED CONSTRUCTION
TRADES COUNCIL**

Matthew Elliot

Bryon Black

Statement of Understanding - #6

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

Re: Security Clearance Expense Allowance

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, in consideration of their time spent filling out the security 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.

Dated at Toronto this 20 day of May, 2020



Alex Lolka, GM
EPSCA



Richard Corcoran
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 124

Letter of Understanding - #1

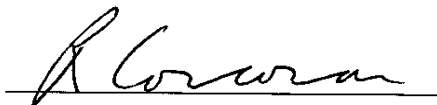
The Electrical Power Systems Construction Association ('EPSCA')

And

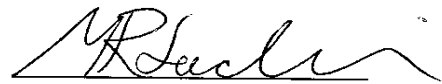
OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

In producing the EPSCA and the Operative Plasterers' and Cement Masons International Association of the United States and Canada, Local 124 ('Plasterers') 2004-2010 Collective Agreement the parties were required to use and integrate a number of previous Agreements. Specifically, these were the Master Portion (Power Council and EPSCA), Foreman Appendix, Plasterers and Cement Masons 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 Plasterers stemming from the previous Collective Agreement. For clarity's sake, it is meant to neither add to nor subtract from the Plasterers' previous jurisdiction.



Operative Plasterers' and Cement Masons
International Association of the United States
and Canada , Local 124



EPSCA

Dated at ~~Toronto~~, this *28* day of *Nov*, 2006.
NEPEAN

Signatures: Richard Corcoran for the Plasterers
Max Jackson for EPSCA

Letter of Understanding - #2

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

Re: Wage 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.

Dated at Toronto this 20 day of May, 2020



Alex Lolka, GM
EPSCA



Richard Corcoran
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 124

Letter of Understanding - #3

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

Re: TRAINING

In order to address the issues of training and cost competitiveness, the parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined below) and the Union will supply members with such training when available.

- WHMIS
- Working at Heights/ Fall Protection
- Standard First Aid/CPR/ AED (optional)

Dated at Toronto this 20 day of May, 2020



Alex Lolua, GM
EPSCA



Richard Corcoran
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 124

Letter of Understanding - #4

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

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.

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

If in the transition onto or off this 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, followed by three (3) consecutive days off. When employees work Monday to Friday, they shall be paid at straight time, with overtime as required. When working on a Saturday, Sunday and Statutory Holidays, employees will be paid at the applicable rate. 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.

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.

Notice Provision

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

Shift Provisions

Day Shift

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

Afternoon Shift

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

Night Shift

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

All Shifts

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

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

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

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

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

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 38- Overtime Rates.

Dated at Toronto this 20 day of May, 2020



Alex Lolua, GM
EPSCA



Richard CORCORAN
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 12 4

Letter of Understanding - #5

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and the

OPERATIVE PLASTERERS' AND CEMENT MASONS, INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA PLASTERERS LOCAL 124

Re: FLAME RESISTANT CLOTHING – HYDRO ONE

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, Hydro One direct hire employees will be issued an initial allotment of \$600.00 to purchase such clothing from the approved supplier, as directed by the Employer.

The replacement or major mending of clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with equivalent items or with alternate items up to a combined value of \$600 per calendar year.

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

Dated at Toronto this 20 day of May, 2020



Alex Lolua, GM
EPSCA



Richard CORCORAN
Operative Plasterers' and Cement
Masons, International Association
Of the United States and Canada
Plasterers Local 124

TOOL LIST

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

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

- Employer to replace when worn out on job.