

PRINCIPAL AGREEMENT

for

Transmission System Construction

in the

Electrical Power Systems Sector

made and entered into

between

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

and

**THE IBEW CONSTRUCTION COUNCIL OF ONTARIO
(hereinafter called “CCO”)**

**representing the following affiliated Local Unions
105, 115, 120, 303, 353, 402, 530, 586, 773, 804, , 1687,**

(hereinafter called the “Union”)

May 1, 2020 – April 30, 2025

INDEX

Section 1	Preamble	1
Section 2	Scope Of Agreement.....	1
Section 3	Duration Of Agreement	4
Section 4	Work Assignment	5
Section 5	Union Rights And Representatives.....	6
Section 6	Employee Designation	8
Section 7	Union Security	9
Section 8	Employment Practices/Hiring.....	9
Section 9	Hours Of Work	12
Section 10	Wages And Pay Procedure.....	17
Section 11	Union And Benefit Funds	20
Section 12	Travel And Room And Board Allowance.....	21
Section 13	Tools And Clothing	26
Section 14	Grievances And Arbitrations	28
Section 15	Committees	31
Section 16	Lunchroom Facilities	33
Section 17	Aboriginal Content Commitment	33
Tool List.....		34
Letter of Understanding #1		36
Letter of Understanding #2: Re: Local Area Hiring Hall Practices		37
Letter of Understanding #3: Re: Inside/Outside Jurisdiction.....		38
Letter of Understanding #4: Re: Local 402 and 1687 Only.....		38
Letter of Understanding #5: Re: Owner Client Training Requirements.....		39
Letter of Understanding #6: Re: Apprentice Room and Board Provisions.....		40
Letter of Understanding #7: Re: De Novo		41
Letter of Understanding #8: Re: Employment Referrals		42

SECTION 1 PREAMBLE

100
Witnesseth

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

WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

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

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

SECTION 2 SCOPE OF AGREEMENT

200
Recognition

- A. EPSCA recognizes the Union as the exclusive collective bargaining agency for employees in a bargaining unit as defined in Section 200 C employed by contractors in contractual relations with one or more locals of the IBEW who are performing construction work for Hydro One on Hydro One property. This work includes the construction of Lines over 50 kV, Transformer Stations, Switchyards, Sub-stations, System Control Centres and system control associated telecommunication systems (including microwave and repeater stations). This work excludes the construction of Lines of 50 kV or under and the building of commercial-type office facilities at urban locations remote from operating facilities.
- B. The terms and conditions of this Agreement will apply when contracts are awarded by Hydro One to Employers in contractual relations with one or more locals of the IBEW.
- C. The bargaining unit under this Agreement shall comprise the following classifications:

Electrician Journeyman including Foreman and Subforeman
Electrician Apprentice
Lineman Journeyman including Foreman and Subforeman
Communications Electrician
Line Apprentice/Learner
Electrical Welder
Ground Work Foreman and Subforeman
Groundman
Groundman Driver
Groundman Operator
Utilityman

Any classification of employee may be required to perform the duties of an equal or lesser qualified classification provided that his wage rate is maintained.

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

If additional classifications are required, they will be negotiated as appropriate for work in the electrical power systems sector.

- D. The Union recognizes EPSCA as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.
- E. The term "employee" shall include all employees of the Employers in the classifications as set out in Item C above.
- F. A subforeman is an individual who exercises supervisory responsibility and may use the tools of the trade.
- G. The term "Employers" shall include any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or person in contractual relations with the Union that agrees to be bound by the terms and conditions of this Agreement.
- H. The classifications referred to in Item C do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 of this Collective Agreement.
- I. EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.
- J. Notwithstanding the provisions contained in this Subsection, this Agreement does not alter existing Agreements and practices operative between individual Employers and the Union with respect to General Foreman.

201
Form of Agreement

- A. This Agreement shall consist of a master portion of general application to the construction field forces represented by the Union together with the following Appendices and/or wage schedules of particular application to employees represented by the Union in areas as noted in Subsection 202 below, and shall also be deemed to include any additional Appendix and/or wage schedules as may be revised by EPSCA and the Union from time to time.

202
Geographic
Jurisdiction

- A. **Local** **Geographic Jurisdiction**
- | | |
|--|---|
| Hamilton (105) | Brant, Norfolk, Wentworth Counties and all that portion of Oxford County South of a straight east to west line Connecting the Town Line Road and Newall Road in the Town of Tillsonburg, the townships of Seneca, Rainham, North Cayuga, South Cayuga, Oneida and Walpole in Haldimand County, and that Portion of Halton County west of the Eight Concession Line and South of Highway 401 in the Province of Ontario. |
| Quinte-St. Lawrence (Kingston) (115) | Counties of Prince Edward, Hastings Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont and Glengarry. |
| London (120) | Counties of Elgin, Huron, Middlesex and that portion of the Restructured County of Oxford north of a straight east to west line connecting the Town Line Road and Newell Road in the Town of Tillsonburg in the Province of Ontario. |
| Niagara Peninsula (St. Catharines) (303) | The Niagara Region and the portion of Halidmand-Norfolk Region east of the road running south of Caistorville to Lake Erie. |
| Toronto (Local 353 South) | The Regional Municipalities of York and Peel and that portion of Dufferin County east of Highway #10 and south of Highway #9 and is part of the Town of Orangeville. That portion of Regional Municipality of Halton east of the Eighth Concession Line and south of 401 to Lake Ontario and the Municipality of Metro Toronto. |
| Thunder Bay (402) | Districts of Thunder Bay, Rainy River and that portion of the District of Kenora bounded on the West by the Manitoba border and on East by the 87° Meridian, in the Province of Ontario. |

Sarnia (530)	Lambton County.
Ottawa (586)	Counties of Lanark, Regional Municipality of Ottawa-Carleton Renfrew, Prescott and Russell in the Province of Ontario and entire Province of Quebec.
Windsor (773)	Essex and County and the Municipality of Chatham-Kent.
Central Ontario (Kitchener) (804)	The Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of Dufferin County laying east of Hwy #10 and south of Hwy #9 and in that portion of Halton Region north of Hwy 401 in the Province of Ontario.
Oshawa-Port Hope (353 East)	Durham Region, Northumberland Victoria, Peterborough and Haliburton Counties in the Province of Ontario, and that portion of Simcoe County east of Lake Simcoe and Lake Couchiching.
Sudbury (1687)	Districts of Algoma, Cochrane, Nipissing, Sudbury, Timiskaming, Manitoulin Island, and District of Parry Sound, and the Sudbury Region save and except the townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman; that portion of the District of Kenora bounded on the West by the 87° Meridian and on the East by the Quebec border.
Georgian Bay (353 North)	Barrie and Orillia, all of Simcoe County and the District Municipality of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the County of Parry Sound, except the portion of Simcoe County east of Lake Simcoe and Lake Couchiching.

SECTION 3 DURATION OF AGREEMENT

- 300 Duration A. This Agreement shall become effective May 1, 2020 and will expire on April 30, 2025.
- 301 Notice A. Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the expiry date and not less than 30 days prior to the expiry date of this Agreement and negotiations must begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.

302
Amendments

- A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

SECTION 4 WORK ASSIGNMENT

400
Advance Notice

- A. EPSCA will endeavour to advise the Union of all new major work and, all sub-contracted work which comes under the scope of the Agreement.

401
Work Assignment

- A. Regular mark-up meetings will be conducted for new major Transmission Systems Division, major Miscellaneous Projects work and all subcontracted construction work at times appropriate for the work in progress subject to the following.

When work is to be performed on a project site* and it meets the following criteria; same employer, same work, same project site, the mark-up process will not be required. This procedure shall not preclude the Union's right to contest previously disputed work.

When a Contractor or a Sub-contractor has work that is less than three (3) weeks in duration and there are ten (10) or fewer employees covered by the 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.

The purpose of these mark-up meetings is to indicate to the Union the work which is about to be carried out by the Employers in order to minimize the potential for jurisdictional disputes. New work assignments will be made as outlined in the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

EPSCA or the Employer with the approval of EPSCA will provide written notice to the Union as far in advance as possible of mark-up meetings.

The Union will attend these mark-up meetings, and every effort will be made to settle questions of jurisdiction before the dates that Management indicates the work is expected to commence.

* For the purposes of this Section, Lines and Stations will be considered a single project site.

- B. 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.
- C. In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work to be done. Such assignment will remain in effect until the dispute is resolved and will not interfere in any way with the progress of the work. Jurisdictional disputes will not be the subject of a grievance under this Collective Agreement.

402
Jurisdictional
Disputes

- A. In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work to be done. If any Union or Unions disagree with such a work assignment, 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, or any successor thereto.
- B. In the event that a jurisdictional dispute 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. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The International Representative of the Union will advise EPSCA in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.
- C. EPSCA, or the Employer with the approval of 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.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

500
Accredited Union
Representatives

- A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two representatives from the Union for each Superintendent. The Union will notify the General Manager of EPSCA in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to work locations. Upon entering the work location,

such representatives after identifying themselves to the EPSCA Representative and the authorized representative of the employer, will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

501
Union Stewards

- A. The Accredited Union Representative reserves the right to appoint or remove a Steward or Stewards on any construction site where workmen are employed under the terms of this agreement. If a Steward is transferred to another construction site, he will continue to be recognized as a Steward unless there is another Steward on that site. In such cases, the transferred Steward will not be recognized unless the Employer is notified by the Union.
- B. The EPSCA Representative and the Employer shall be notified in writing when a Steward or Chief Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible for his regularly assigned work on behalf of his Employer.
- D. Such Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E. No Steward shall be discriminated against by the Employer because of the performance of his duties as a Steward.
- F. Provided he is qualified to do the work, a Steward who is working on a station or tower site where overtime is being worked shall be given the first opportunity to work on that overtime work.

Provided he is qualified to do the work, a Steward who is working in a work group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to work.
- G. Where appropriate and where more than one Steward is required, one Steward shall be appointed Chief Steward.
- H. The Chief Steward, providing he is qualified to perform the work, shall not have his employment terminated or be transferred without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one Steward appointed for a job, such Steward will receive the same consideration given a Chief Steward as noted above.

- 502
Certified Health &
Safety
Representatives
- I. The Employer shall notify the Union prior to transferring a Steward to another Superintendent.
 - A. Any worker acting as the designated certified Health & Safety Representative or certified alternate as defined by the Occupational Health & Safety Act shall be treated the same as Chief Stewards for purposes of lay-off. Providing he is qualified to perform the remaining work, the designated certified Health & Safety representative or certified alternate shall be the last to be laid off prior to the Chief Steward.
 - B. If management feels that any Health and Safety representative is not discharging his health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Executive Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked.

SECTION 6 EMPLOYEE DESIGNATION

- 600
Foremen and
Subforemen
- A. It is understood that foremen and subforemen hold responsible positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers, and the Union.
 - B. The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee referred to in Section 15 - Committees, Subsection 1500 - Executive Committee, for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.
 - C. The selection of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foremen and subforemen levels, the Employers will give consideration to those employees they presently employ, however, this consideration does not create an obligation to make an appointment from these employees. The retention of foremen will be the exclusive right of the Employers.

- D. Such foremen and subforemen shall be members of the IBEW and shall register in person or electronically at the Union office and shall be issued with clearance cards. The Employer may proceed with the employment of the foreman/subforeman if clearance has not been provided within three (3) working days unless the employee's union dues are in arrears.
- E. In the interest of efficiency and productivity, the Employer shall have the right to move foremen and subforemen from construction site to construction site.
- F. The foreperson's differential shall be the greater of twelve percent (12%) above the journeyman base hourly rate or the established percentage above the journeyman rate differential as set out in the existing wage schedules. The subforeperson's differential shall be the greater of six percent (6%) above the journeyman base hourly rate or the established percentage differential above the journeyman rate as set out in the existing wage schedules. The rates of pay for all forepersons and subforepersons covered by this Agreement will be set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.
- G. Persons appointed to foreman positions will be provided supervisory training, prior to appointment, when possible.
- H. Foremen may be required to work with the tools where the crew size is five (5) or less IBEW members. In all instances, the primary responsibility of the foreman shall be to perform his safety and supervisory duties.

SECTION 7 UNION SECURITY

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| 700
Union Security | A. All employees of an Employer performing work under the scope of this Agreement will be members of, or will apply within fifteen (15) calendar days of hiring, for membership in a Local Union of the IBEW as listed in Section 202A, and shall maintain such membership in good standing as a condition of employment. |
|-----------------------|---|

SECTION 8 EMPLOYMENT PRACTICES/HIRING

- | | |
|-------------------------|--|
| 800
Preamble | The provisions of this Section shall be in accordance with Section 7 - Union Security. |
| Employment
Practices | A. An office will be established by EPSCA, or the Employer with the approval of EPSCA, for the purpose of co-ordinating employment as specified in this Section. |

- B. EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent Union members.
- C. 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.
- D. The Employer has full provincial mobility* and reserves the right to transfer employees provincially and between construction sectors to meet its needs, having regard for the special requirements of transmission and transformation construction. The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage, whichever is deemed appropriate by Management for the initial trip to the new work location from the employee's most recent work location. The Employer shall also pay travelling time relative to the mode of transportation at the appropriate straight-time rate up to a maximum of eight (8) hours per day.
- E. The Employer reserves the right to transfer key tradesmen. Key tradesmen will comprise union linemen, electricians, communications electricians, splicers, and other specialists. Key tradesmen so transferred will be issued a clearance card from the Union office. ***Additional tradespersons needed for the job will be hired in accordance with 801 – Hiring and Layoff.***
- F. The Union will co-operate with the Employer and advise the Employer of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.

801
Hiring and Layoff

- A. The employment of tradesmen and apprentices, excluding the transferred key tradesmen referred to in Subsection 800 E, shall be carried out on the following basis and sequence:
 - (i) The Employer shall hire from the Local Union having jurisdiction in that area in which the work is to be performed.
 - (ii) Such tradesmen and apprentices will not be employed unless they are in possession of a clearance card from the Union office.
 - (iii) If the Union is unable to furnish qualified or certified Union or travel-card members, or non-member (permit) certified electricians/qualified linemen to the Employer within three (3) working days of the time the Union office receives the request for

* *Provincial mobility is the practice of transferring employees across local Union geographic areas without the need for local Union approval or clearance cards.*

tradesmen (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ qualified or certified tradesmen (travel-card members or permit holders) as are available. The Union will issue clearance cards to tradesmen hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Travel-card members may be replaced by Local Union members and permit holders may be replaced by Local Union members after three (3) working days' notice to the Employer but in no case until such travel-card members or permit holders have worked a minimum of one (1) month. This does not include the replacement of key tradesmen.

NOTE: Should the Union be unable to furnish members due to the Reliability Screening outlined in LOU #8 - Employment Referrals, the Parties agree that the timeframes defined above in Section 801A (iii) shall be modified to allow the union seven (7) business days to fill the call with a member who can successfully complete the reliability screening requirement.

- B. In all cases of layoff the Employer shall layoff its employees in the following sequence:
 - (i) Permit holders;
 - (ii) Members of the International Brotherhood of Electrical Workers;
 - (iii) Local union members;
 - (iv) Key tradesmen.
- C. Notwithstanding Section 800 - Employment Practices and Section 801 - Hiring and Layoff, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this agreement nor be subject to the provisions of Section 8.

802
Mobility

When an employer obtains work outside of his home area, the Employer shall notify the local in whose jurisdictions the Employer has obtained the work.

Union working dues shall be payable to the local in whose jurisdiction the Employer has obtained work.

803
Standoff

A. When unable to proceed with his work, an Employer may elect to either layoff or standoff part or all of his crew.

(i) Layoff

If the Employer elects layoff, it shall be carried out in accordance with the terms of Subsection 801, Item B.

(ii) Standoff

If the Employer elects standoff, it reserves the right to standoff its employees without pay up to a maximum of fifteen (15) consecutive working days. No daily travel or room and board allowance will be paid to an employee for a standoff period.

- B. If standoff continues beyond fifteen (15) consecutive working days, an employee, at his option, may elect to remain on standoff up to a maximum of 45 days or be removed from standoff at anytime during that 45 days.
- C. An employee who elects to remain on standoff shall be issued a Record of Employment Form indicating "standoff - lack of work" dating back to his first day on standoff.
- D. If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 801, Item B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating "layoff - shortage of work" dating back to his first day on standoff.
- E. No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.
- F. Notwithstanding the other standoff provisions under this agreement, the Employer may elect to standoff employees who are assigned to work affected by half load season restrictions for the duration of these restrictions. This will be done with the agreement of the affected employee(s). When this provision is used it shall be considered one of the two standoffs noted in paragraph E.

SECTION 9 HOURS OF WORK

900
Hours of Work

- A. The normal weekly hours of work for all employees of Employers covered by this Agreement shall be forty (40).

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all Employees covered by this agreement and working on a one (1) or two (2) shift operation.

The Weekly hours of work may be arrived at by having the employees work either:

- four (4) consecutive ten-hour shifts, Monday to Thursday, or;
- four (4) consecutive ten-hours shifts, Tuesday to Friday, or;
- five (5) consecutive eight-hour shifts

but not concurrently on the same work program*

Weekly hours of work will be established for a minimum period of two (2) weeks. If an Employer intends to change the weekly hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

* For the purposes of this section, a work program will be defined as work taking place on a site that includes the following:

- Outages,
- Specific contracted scopes of work,
- Various and different modifications in an operating plant where the owner dictates the hours of work, or
- Subcontracts for a prime contractor where the prime contractor dictates the hours of work.

B. The Union agrees the Employees may work eight (8) consecutive ten (10) hour shifts followed by six (6) days off, providing that this is requested by the Employees and approved by the Local Union Business Manager. The work location must be a significant distance from the Employer's normal place of business. Approval will not be unreasonably denied.

901
Daily Hours

A. The normal daily hours, as provided for in Subsection 900 will commence at 7:30 a.m. with a possible one (1) hour variance.

902
Rest Periods

A. For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer for each half shift worked.

B. 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.

- C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.
- 903 Reporting Pay
- A. An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of three (3) hours' pay plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence or continue to work because of circumstances beyond his control. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather.
- B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated for the actual time worked.
- 904 Inclement Weather Pay
- A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive four (4) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for four (4) hours unless excused by an authorized representative of his Employer.
- B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive four (4) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.
- 905 Recognized Holidays
- | | | |
|----|----------------|------------------|
| A. | New Year's Day | Civic Holiday |
| | Family Day | Labour Day |
| | Good Friday | Thanksgiving Day |
| | Easter Monday | Christmas Day |
| | Victoria Day | Boxing Day |
| | Canada Day | |
- B. 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, it shall be observed either on the preceding Friday or following Monday.

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

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

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

Employees who work in excess of twenty four (24) hours continuously will continue to be paid a premium rate for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

- B. When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of his shift, and after approximately two (2) hours has been worked, he shall be provided with a lunch and allowed thirty (30) minutes at the straight time rate to consume same. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes at the straight time rate to eat and a lunch when work is required beyond that four (4) hour period.

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

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

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays and Recognized Holidays.

- C. For overtime on Stations only, the Employer will endeavour to distribute overtime as equally as possible among all IBEW members on the site.

907
Call-In Pay

- A. When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of two (2) hours' work at the appropriate premium rate plus travel allowance where applicable.
- B. If the employee's normal hours of work commence within this two (2) hour period, the employee will be paid premium time for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work.

908
Shift Work

- A.
 - (i) Shift work may be established on all work excepting tower erection and stringing operations providing there are at least four (4) consecutive days of shifts to be worked excluding Saturdays, Sundays and Recognized Holidays. If an employee is removed from his scheduled shift prior to completing four (4) consecutive shifts, the employee shall be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned, up to a maximum of four (4) days shift differential.
 - (ii) Where shift work is established, the normal shift hours shall be the same as the day hours.
 - (iii) The normal starting time for day shift hours shall be the same as the day work hours described in Subsection 901.
 - (iv) The second shift hours shall commence with the conclusion of the day shift hours.
- B.
 - (i) Employees required to work shift work on the second shift of a two-shift operation shall receive a shift differential of time and one-seventh for normal scheduled shift hours worked.
 - (ii) No employee shall be required to work more than one shift in any twenty-four (24) hour period unless the overtime rate is paid.

This is to mean from 7:30 am to 7:30 am. (With a possible variance of one (1) hour as per Clause 901)
 - (iii) The shift rate will be based on the day in which the shift begins.
 - (iv) Under normal conditions, no Employee shall be required or allowed to work longer than two (2) full consecutive shifts or fifteen (15) hours and must be relieved for a rest period of at least eight (8) hours.

909
Special
Circumstances

- A. It may be necessary from time to time to vary the hours of work established in Subsections 901 and 908. Any amendments to the hours of work will be established by mutual agreement between the Employer and the Union at the prejob conference or while the job is in progress. Changes in hours of work agreed to in this section could also vary the overtime hours established in 906.

910
Make Up Time

The employees may make up for lost time due to inclement weather only, providing they do not work more than 40 hours per week, or 10 hours per day, at the straight time rate, Monday to Friday inclusive.

The parties may mutually agree to amended terms for remote and northern projects.

SECTION 10 WAGES AND PAY PROCEDURE

1000
Wages

- A. Wage rates for employees in the classifications listed in Subsection 200, Item C, of this Agreement shall be as set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.
- B. Wage rates for all classifications listed in Subsection 200, Item C of this Agreement, excluding Foremen and Subforemen, will be drawn up in accordance with the following Table of Relationships. This table indicates the relationship to be maintained between the basic classifications within the bargaining unit. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table.

Table of Relationships

<u>Classification</u>	<u>Percent of Base Rate</u>
Electrician	
Journeyman	*100
Apprentice	80
5 th period	80
4 th period	70
3 rd period	60
2 nd period	50
1 st period	40
<i>*base rate</i>	
<u>Classification</u>	<u>Percent of Base Rate</u>
Lineman	
Journeyman	100
Apprentice	
4 th period	80
3 rd period	70
2 nd period	60
1 st period	50
Electrical Welder	100
Groundman	

3 rd period	80
2 nd period	70
1 st period	60
Groundman Driver	
3 rd year	80
2 nd year	70
1 st year	60
Groundman Operator	
3 rd year	90
2 nd year	80
1 st year	70
Utilityman	50

- C. 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.

1001
Pay Procedure

A. Normal

- (i) 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. ***In the cases of a holiday falling on a Thursday or Friday, the employee shall be paid on the Wednesday prior to this holiday.***
- (ii) Wages shall be paid by the Employers at the work location, before quitting time, in cash or by cheque, payable at par in the locality of the work location. Accompanying each payment of wages shall be a statement, in writing, or email or epost, which can be retained by the employee, setting forth:
- (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;
 - (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;

- (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and
 - (h) the net amount of money being paid to the employee.
- (iii) In cases where inclement weather is declared on pay day, employees will receive their pay before leaving the work location provided it is available at the work location.
 - (iv) The Employer may implement direct deposit. An Employer will provide assistance to employees who require assistance obtaining a bank account.

B. On Termination

- (i) An employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day for the period worked.
- (ii) In all cases of layoff at work locations where the Employer does not have an on-site pay office, an employee will have his final pay and termination documents mailed to his residence within two (2) business days of his termination by Express Post. At work locations where the Employer has an on-site pay office, the employee shall receive his final pay and record of employment on the day of layoff. In situations where the employee receives direct deposit, the employee will receive his final pay and termination documents within five (5) business days of his layoff and/or termination.

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 in Section 1001 B (ii).

- (iii) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location or the employee receives direct deposit.
- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (i), (ii) and (iii) will entitle the employee to two (2) hours at

the straight time rate for each normal work day of non-compliance, to a maximum of thirty (30) hours.

SECTION 11 UNION AND BENEFIT FUNDS

- 1100 Benefit Funds The Employer agrees to pay welfare, pension, and SUB benefit funds. The amounts of welfare, pension and SUB benefit funds to be paid will be as set forth in the current wage schedules provided by EPSCA.
- 1101 Union Funds The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
- 1102 The Union will have no later than April 20th of each calendar year to provide the breakdown of dues, pension, welfare and benefits to EPSCA. The parties will then have no later than 60 calendar days to review, approve, and implement the wage schedules and new collective agreement. The effective date for such changes shall be retroactive to May 1st of that year.
- If no approval is received by the accredited Union representative, within the timelines above the Association shall approve the wage schedule and shall apply any negotiated increase to the base wage. The Union will only be able to make changes in the next available window per the collective agreement.
- B. Payment of funds listed above shall be paid on the 15th of the following month.
- Remittances for Union and Benefit Funds as noted above, not received by the fifteenth (15) day of the month, following that in which the hours are worked, shall be considered overdue. If these payments are not received by the last day of the same month, they shall be subject to an immediate 5% assessment on the gross amount of such fund(s). And an additional 5% assessment shall be levied for each thirty (30) days overdue, or portion thereof, thereafter.
- 1103 Education Union Fund A. The Employer will remit ten (10) cents per hour worked to the Education Union Fund. The Employer contribution is above the Total Wage Package and will be effective the date of ratification.
- 1104 Vacation and Recognized Holiday Pay A. The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The Employer will maintain its current practice with respect to the payment of vacation and recognized holiday pay entitlements. The Employer will advise the Union of its practice at the pre job conference.

B. Where no operative vacation and recognized holiday pay plan is in existence in a locality, the employer will maintain its current practice with respect to the payment of vacation and recognized holiday pay entitlements.

1105
Administration

A. The Union agrees to supply the Employers with Administrative material and information regarding the Funds identified in this Section.

1106
Assignment of
Benefits

A. 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 employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the following regulations to the current, Employment Standards Amendment Act in relation to the Employee Wage Protection Program.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200
Daily Travel
Allowance

A. 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 Subsection 1201, on the following basis:

- (i) 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.
- (ii) If an employee lives within fifty (50) to seventy (70) road-driven kilometers from the work location or declared assembly point, he shall receive \$27.90 effective May 1, 2020 (\$28.18 effective May 1, 2021; \$ 28.46 effective May 1, 2022, \$28.74 effective May 1, 2023; \$29.03 effective May 1, 2024) per day travel allowance for each day worked or reported for.
- (iii) If an employee lives within seventy (70) to ninety-six (96) road-driven kilometers from the work location or declared assembly point, he shall receive \$32.08 effective May 1, 2020 (\$32.40 effective May 1, 2021; \$32.72 effective May 1, 2022; \$33.05

* For the purpose of this Section, "declared assembly point" is a material yard, field office or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the work location.

effective May 1, 2023; \$33.38 effective May 1, 2024) per day travel allowance for each day worked or reported.

- (iv) If an employee lives within ninety-six (96) to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, he shall receive \$36.25 effective May 1, 2020 (\$36.61 effective May 1, 2021; \$36.98 effective May 1, 2022; \$37.35 effective May 1, 2023; \$37.72 effective May 1, 2024) per day travel allowance for each day worked or reported for.
- (v) If an employee lives greater than or equal to one hundred and ten (11) road-driven kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, he shall receive \$40.15 effective May 1, 2020 (\$40.55 effective May 1, 2021; \$40.96 effective May 1, 2022; \$41.37 effective May 1, 2023; \$41.78 effective May 1, 2024) per day travel allowance for each day worked or reported for provided the employee continues to travel greater than or equal to 110 road-driven kilometers daily.
- (vi) Employees using company vehicles are not entitled to daily travel. For purposes of clarity, this does not prevent an employee from any entitlements under LOU #4.

B 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.

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

1201
Room and Board
Allowance

A. 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:

* For the purpose of this Section "regular residence":

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 obtains temporary accommodation for that work location.
3. The calculation of distance shall be from the employee's regular residence.

- (i) An Employer may supply either:
 - (a) free room and board in camp or a good standard of board and lodging; or
 - (b) a subsistence allowance; or
 - (c) a travel allowance.

- (ii) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - (a) When an employee's regular residence is greater than or equal to 110 road-driven kilometres from a work location which is North of the French River and the employee maintains temporary accommodation at or near the work location the employee shall be paid a subsistence allowance of \$105.38 effective May 1, 2020 (\$106.43 effective May 1, 2021; \$107.49 effective May 1, 2022; \$108.56 effective May 1, 2023; \$109.65 effective May 1, 2024) per day for each day worked or reported for.

South of the French River an employee will be paid \$95.19 effective May 1, 2020 (\$96.14 effective May 1, 2021; \$97.10 effective May 1, 2022; \$98.07 effective May 1, 2023; \$99.05 effective May 1, 2024) per day for each day worked or reported for.
 - (b) When an employee's regular residence is more than six hundred (600) road-driven kilometres from the work location and the employee is working a 4 day per week by 10 hour per day shift, the employee will be paid subsistence allowance for the fifth day.
 - (c) When an employee's regular residence is greater than or equal 110 road-driven kilometers from the work location, and the employee commutes to work daily, the employee shall receive \$42.18 effective May 1, 2020 (\$42.60 effective May 1, 2021; \$43.03 effective May 1, 2022; \$43.46 effective May 1, 2023; \$43.89 effective May 1, 2024) per day for each day worked or reported for.

- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1200 and Subsection 1201, Item A 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.

- C. 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:
 - (i) 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 an authorized representative of his Employer.
 - (ii) 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.
 - (iii) An employee who is absent from work without approval on Friday and who remains in camp but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
 - (iv) An employee who works the Friday and who remains in camp 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.

- D. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

1202
Travel Time

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

- B. All travel time will be outside of normal working hours.

- C. On normal working days an employee will be paid his straight-time rate for all time spent travelling from his assembly point to his work location.

- D. On Saturdays, Sundays, Recognized Holidays and non-shift days identified in Subsection 905 A and B, an employee will be paid his premium rate for all time spent travelling from his assembly point to his work location.
- E. 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.
 - (i) On normal working days an employee will be paid his straight-time rate for all time spent travelling in excess of one hour.
 - (ii) On Saturdays, Sundays, Recognized Holidays and non-shift days identified in Subsection 905 A and B, an employee will be paid his premium rate for all time spent travelling in excess of one hour.

1203
Initial and Return
Travel
Transportation

- A. On recruitment of tradesmen who live between one hundred and ten (110) and one hundred and eighty-nine (189) road-driven kilometers from the work location, the Employer shall pay \$32.00 effective May 1, 2020 for the initial trip to the work location.
- B. On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$0.47 per road-driven kilometer, plus an allowance for travel time based on one (1) hour's base rate of pay for each ninety six (96) road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from where the tradesman lives or the place of recruitment, whichever is closer to the project.

On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty nine (189) road-driven kilometers from the project, the
- C. Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time based on one (1) hour's base rate of pay for each ninety six (96) road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from where the tradesman lives or the place of recruitment, whichever is closer to the project.
- D. To qualify for payment in Items A,B or C the employee must be engaged in construction industry work under this agreement for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- E. Notwithstanding section 1203 B,C and D above, when an employee is required to report to a different location, the Employee will receive a transfer allowance between the current location and the new work location on the basis of, after forty (40) road-driven km travel free zone, one (1) hour's pay at the regular rate for each eighty (80) road-driven kms travel or part thereof, to a maximum of eight (8) hours pay at the regular rate, plus

- F. mileage at the rate of \$0.47/km effective May 1, 2020 provided the employee uses their own personal vehicle.

On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item D above, shall be entitled to return travel expenses calculated in the same manner as in Items A, B or C above for the return trip from the current work location to where the tradesman lives or place of recruitment, whichever is closer to the current work location. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

- G. At the end of each three (3) months of continuous employment at a construction site where the employee resides in a camp or a camp situation, he shall receive eight (8) hours' pay at his appropriate straight time rate to assist in defraying costs of returning home.

1204
Use of Personal
Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his Employer to use his personal vehicle for the convenience of his Employer shall be reimbursed 45¢ effective May 1, 2020 per road-driven kilometre travelled for such use of his vehicle.

SECTION 13 TOOLS AND CLOTHING

1300
Tools and Clothing

- A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list*. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:
- (i) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of tools that a tradesman is required to have to perform his normal duties with the Employer.
 - (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of \$500.00.
 - (iii) In the event of a loss by fire at a work location, 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.

* *Notwithstanding the attached tool list, this Agreement does not alter existing agreements operative between individual Employers and other Local Unions of the IBEW with respect to the provision of tools.*

(iv) In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

- B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or standoff employees will be allowed reasonable time to return tools.
- C. 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 trade tool lists, nor are they the tools and equipment identified in Items A and B of this Section. Such tools shall be the responsibility of the Employer.
- D. Employees eligible for payment under A above shall be reimbursed within ten (10) working days after the date of submitting a claim.
- E. Where the employer is required to provide fire retardant clothing the union will inform all members to return any outerwear clothing to the employer upon termination.

1301
Protective Clothing
and Equipment

- A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e. open flame) with flame resistant coveralls.

On abnormally dirty and/or corrosive work, in which the employee's clothing may be excessively or permanently damaged, the Employer will supply protective clothing and equipment (including gloves and coveralls where appropriate) at no cost to the employee.

- B. Employees shall supply themselves with, and wear at all times on the job, an approved safety helmet and safety footwear.

When an Employer wishes an employee to wear a specially identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

- C. The Employer agrees to supply gloves as required to employees engaged on line work and station work when the nature of the work involves the use of synthetic ropes or galvanized steel.
- D. Protective clothing and equipment (including gloves, coveralls and fire resistant coveralls) 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 protective clothing and equipment (including gloves, coveralls and fire resistant coveralls) and rainwear upon completion of the work involved.

SECTION 14 GRIEVANCES AND ARBITRATIONS

1400
Grievances

A. 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.

B. Preliminary Discussion

Disputes arising out of the interpretation or alleged violation of this Agreement shall, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor.

C. First Step

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

Within ten (10) working days of the filing of the grievance, the Employer shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The Employer shall give his reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Employer with the General Manager of EPSCA and by the Accredited Union Representative with the Business Manager of the appropriate Local Union.

If a First Step grievance meeting is considered appropriate, the management Committee shall comprise the Employer and the EPSCA

Representative. The Union Committee shall comprise the Accredited Union Representative plus two additional Union officials.

D. Second Step

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

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

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the appropriate EPSCA Representative plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three persons, including the Business Manager of the appropriate Local Union and the Accredited Representative for the grievor, plus one other representative of the Union.

E. EPSCA or Union Grievance

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

F. Time Limits

The time limits as to both documents and procedure set out in the above Subsections 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 withdrawn and ineligible for arbitration.

- G. Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at First Step.
- H. Disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement shall not be processed under Section 133 of the Labour Relations Act of Ontario by either party until the provisions set forth in this section for the resolution of such disputes have been fully exhausted.

I. Grievance Facilities

EPSCA shall provide the necessary facilities for all grievance meetings.

1401
Arbitrations

- A. 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 Subsection 1400, 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.

- B. 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.
- C. 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.
- D. The time limits as to both documents and procedure set out in this Subsection 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.

1402
No Strike-
No Lockout

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

SECTION 15 COMMITTEES

1500
Executive
Committee

- A. To advance harmonious relations between EPSCA, the Employers, the Union, and the employees, EPSCA and the Union shall each appoint an Executive Committee. The Executive Committee of EPSCA shall consist of the Board of Directors and Officers of the Association. The Executive Committee of the Union shall consist of the Executive Board of the Construction Council of Ontario.

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

The Committees may also consider matters related to construction safety.

1501
Apprenticeship
Committees

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an equal number of members of the Union and representatives of the Employers. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.
- B. The JAC shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Tradesmen's Qualification Act RSO 1970 as amended.
- C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the JAC shall be registered with the Provincial Joint Council.
- D. Apprentices shall be hired by the Employers, as and when required, from a pool of qualified apprentices established by the JAC in accordance with the procedures established under the JAC Terms of Reference.
- E. All apprentices shall be governed by the Ontario Apprenticeship and Tradesman's Qualification Act and Regulations but the ratio of apprentices to journeymen may be set from time to time by the Executive Committee.
- F. In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:
 - (i) The Apprentice must apply to the Apprenticeship Branch to write his examination as soon as possible after he has reached his total hours, less 300.
 - (ii) The Apprentice will give the JAC two weeks' notice that he is going to write his examination.
 - (iii) After writing the examination, the Apprentice will check his hours in his Progress Record Book, with the JAC.
 - (iv) The Employer will commence paying the Journeyman's rate of pay the day after the Apprentice completes his hours and providing the following conditions have been met:
 - (a) The Employer is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the JAC and/or the Union; and,

- (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the JAC and/or the Union; and,
- (c) The Apprentice has passed his examination for his Certification of Qualification (C of Q).

- G. In the event that an Apprentice fails his examination for his C of Q, he will be paid the journeyman rate of pay from the day he passes any future examinations.
- H. Where the JAC is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Executive Committee for their decision.

SECTION 16 LUNCHROOM FACILITIES

1600
Lunchroom
Facilities

The Employer will provide clean and adequately heated facilities for employees to eat their lunch where such facilities may reasonably be provided. These facilities are to include adequate space with tables and benches and are to be separated from storage areas.

SECTION 17 ABORIGINAL CONTENT COMMITMENT

Where an aboriginal commitment has been established on a project, the Union will co-operate in meeting the content commitments.

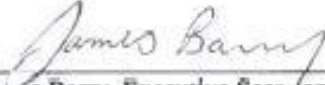
Dated at Toronto this 15 day of May, 2020

FOR EPSCA:



Alex Lolua, GM

FOR IBEW EPCO:



James Barry, Executive Secretary Treasurer



Mark Watson, Exec. Assistant



Steven Martin, President



Frank Harris, Vice President

Tool List

All journeymen electricians are required to have the following tools:

- 1 Centre Punch
- 1 ½” Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 Knife
- 1 Medium Level
- 5 Prs of Pliers – 8” Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6” Square or Combination Square
- 1 6’ Folding Wood Rule
- 1 Small Tap Wrench
- 1 Tool Box
- 1 Tool Pouch and Belt for Hand Tools

Lineman Tool List

- 1 Tool Box and Lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9” Pliers
- 1 6’ Folding Wood Rule
- 1 Screwdriver, flat blade, 8”
- 1 8” Adjustable Crescent Wrench
- 1 10” or 12” Adjustable Crescent Wrench
- 1 Set Belt and Spurs*
- 1 Nut and Bolt Bag*
- 1 Ratchet Handle with Sockets (sizes as required)*
- 1 Spud Wrench*
- 1 L Wrench*

Groundman 1st Year Tool List

- 1 Ball Peen Hammer
- 1 9” Lineman’s Pliers

Groundman 2nd Year and Groundman 3rd Year Tool List

- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9” Lineman’s Pliers
- 1 6’ Folding Wood Rule
- 1 8” Screwdriver, flat blade
- 1 8” Adjustable Crescent Wrench
- 1 10” or 12” Adjustable Crescent Wrench

* Applies to Contractor Employees Only

Letter of Understanding #1

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**

To satisfy the hiring concerns of employers, and in particular the hiring requirements for electricians doing station work, it is understood that experience and safety knowledge are necessary qualifications to be considered when matching tradesmen with work requirements.

For example, substation work requires tradesmen who have substation experience whether acquired on a Hydro One site or in an industrial plant.

Dated this 11th day of June 1996.

Original signed by:

FOR EPSCA:

FOR IBEW EPCO:

Rick Currie

John Pender

Jack Dowding

Dated at Toronto this 15 day of May, 2020

FOR EPSCA:

FOR IBEW EPCO:

Alex Lolua, GM

James Barry
James Barry, Executive Secretary Treasurer

Letter of Understanding #2

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**

Mr. Barry Roberts, Chairman
EPSCA Negotiating Committee

Dear Sir

The IBEW EPCO/EPSCA Negotiating Committees agree to the following:

Regarding: **LOCAL AREA HIRING HALL PRACTICES**

It is agreed that Local area Hiring Hall practices shall be available to the Employers under this Agreement.

Dated this 23rd day of April 1999.

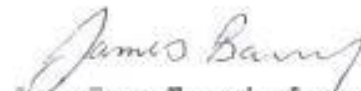
Dated at Toronto this 15 day of May, 2020

FOR EPSCA:



Alex Lotua, GM

FOR IBEW EPCO:



James Barry, Executive Secretary Treasurer

Letter of Understanding #3

IBEW Position

RE: INSIDE/OUTSIDE JURISDICTION

The parties understand that for work on stations, the jurisdiction between the inside and outside classifications shall be as defined in the IBEW constitution.

Dated at Toronto, this 9th Day of September 1999

Original signed by:

Larry Lineham

Neil Donnelly

Larry Lineham
on behalf of IBEW

Neil Donnelly
on behalf of EPSCA

Dated at Toronto this 15 day of May, 2020

FOR EPSCA:

FOR IBEW EPCO:

Alex Lolua

James Barry

Alex Lolua, GM

James Barry, Executive Secretary Treasurer

Letter of Understanding #4
Between
The Electrical Power Systems
Construction Association

(EPSCA)

and

The IBEW Electrical Power Council of Ontario
(IBEW EPCO)

Re: Local 402 and 1687 Only

In addition to Article 1201, an employee will receive the following when travelling from the nearest available accommodation to the assembly point:

- If travelling to an assembly point within 40-56 road-driven km, ½ hour regular time pay
- If travelling to an assembly point within 57-80 road-driven km, 1 hour regular time pay
- If travelling to an assembly point within 81-120 road-driven km, 1½ hours regular time pay
- If travelling to an assembly point within 121-160 road-driven km, 2 hours regular time pay
- If travelling to an assembly point over 160 road-driven km, then actual travel time will be paid at the regular time rate of pay

Travel allowance will be adjusted when the employee's work location changes. In accordance with Article 1201, an employee is still entitled to the daily travel above when the Employer provides transportation

Dated at Toronto, this 27 day of February, 2013.

FOR EPSCA:

Kelli Gumbel

FOR IBEW CCO

James Barry

Dated at Toronto this 15 day of May, 2020

FOR EPSCA:

Alex Lolua

Alex Lolua, GM

FOR IBEW EPCO:

James Barry

James Barry, Executive Secretary Treasurer

Letter of Understanding #5

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**

Re: Owner Client Training Requirements

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

- (1) The EPSCA owners will continue to mandate the training requirements for workers on EPSCA owner sites.
- (2) Upon being hired, IBEW members from the Local Union having jurisdiction in that area in which the work is being performed will attend owner specific training on company time or be compensated at the straight hourly rate of pay by the Employer if trained on their own time.

Dated this 17th day of August, 2004 at Toronto, Ontario

FOR EPSCA:

FOR IBEW

Ivars Starasts

Jack Dowding

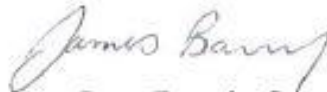
Dated at Toronto this 15 day of May, 2020

FOR EPSCA:

FOR IBEW EPCO:



Alex Lolua, GM



James Barry, Executive Secretary Treasurer

Letter of Understanding #6

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**

Re: Apprentice Room and Board Provisions

- 1) The union and the Employer shall attempt to maintain a balanced apprentice program. All levels of apprentices shall be made available if available.
- 2) If an apprentice does not qualify for Room and Board under Article 1201, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, he or she shall receive daily travel as per the rates in Article 1200 (A) v.

Dated this 9 day of February, 2016 at Toronto, Ontario

FOR EPSCA:

FOR IBEW

Alex Lolua _____ [Signature] _____

Dated at Toronto this 15 day of May, 2020

FOR EPSCA:

FOR IBEW EPCO:

Alex Lolua _____ James Barry _____
Alex Lolua, GM James Barry, Executive Secretary Treasurer

Letter of Understanding #7

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**

Re: De Novo:

In support of the objectives of the De Novo Treatment Centre (“De Novo”), it is agreed by the parties that both EPSCA and the Union (with the exception of Locals 115 and 586) will each contribute two cents (\$0.02) for every man hour worked to De Novo for the term of this agreement.

Locals 115 and 586 currently contribute two cents (\$0.02) to their own Member Assistance Plan (“MAP”) without further need to duplicate with a contribution to De Novo.

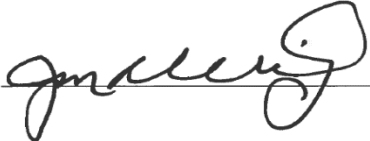
In the event Locals 115 and/or 586 ceases to contribute to their own MAP, Locals 115 and/or 586 will immediately contribute to De Novo in accordance with the above.

Dated this 9 day of February, 2016 at Toronto, Ontario

FOR EPSCA:



FOR IBEW



Dated at Toronto this 15 day of May, 2020

FOR EPSCA:



Alex Lolua, GM

FOR IBEW EPCO:



James Barry, Executive Secretary Treasurer

Letter of Understanding #8

Between

**The Electrical Power Systems
Construction Association**

(EPSCA)

and

**The IBEW Electrical Power Council of Ontario
(IBEW EPCO)**


Re: Employment Referrals

It is agreed by the parties to this understanding, that if required by the Employer, a member being referred for employment under this agreement must submit to a reliability screening prior to being referred. Only members who successfully obtain reliability screening clearance will be referred for employment in roles that require such clearance. Once a member has been hired on, they will receive an allowance of fifty (\$50.00) on their first week's pay cheque, in consideration of their time spent filing out these clearance forms. For clarity, the allowance will only be paid to employees when they have been hired on and such forms have been required to be filled out.

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

Dated at Toronto this 15 day of May, 2020

FOR EPSCA:



Alex Lolua, GM

FOR IBEW EPCO:



James Barry, Executive Secretary Treasurer