

COLLECTIVE AGREEMENT

between

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

and

**THE BUILT-UP ROOFERS', DAMP AND WATERPROOFERS'
SECTION OF THE ONTARIO SHEET METAL WORKERS'
CONFERENCE for LOCALS 30, 47, 235, 269,
397, 473, 504, 537 and 562
(hereinafter called the "Union")**

May 1, 2020 - April 30, 2025

**EPSCA/ROOFER COLLECTIVE AGREEMENT
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Article 1

PREAMBLE

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

WHEREAS the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and has in its membership competent, skilled and qualified journeymen and other roofing personnel 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 other roofing personnel employed by Employers within the electrical power systems sector of the construction industry, and further, to encourage closer co-operation and understanding between EPSCA and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this agreement;

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

Article 2

RECOGNITION

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

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

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

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

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

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

ROOFER #1. FOREMAN - Is a journeyman who has the knowledge required so that with the help of the other Roofing Personnel can both supervise and perform all of the operations required to apply roofing of a quality that will comply with the most rigid specification.

ROOFER #2. JOURNEYMAN (Potman) - Is one who has the knowledge required to perform most of the operations required to apply roofing and with a minimum of instructions from the Foreman can perform or assist in the performance of all the operations. Is also one who has been grandfathered to the classification of journeyman through the Apprenticeship Program and/or has successfully completed the Apprenticeship Program, as set out below.

ROOFER #3. MATERIAL HANDLER - Is one with sufficient experience with a roofing crew to be able to anticipate the requirements of the Foreman and the Roofer and with a minimum of instruction from either will have the material needed placed in the proper location on the roof in the amount and at the time it will be required.

ROOFER #4. MATERIAL HANDLER - SENIOR PROBATIONARY - Who, with a minimum of instruction from the more experienced roofing personnel can perform all of the duties of a Material Handler. Senior Probationary Material Handlers may be employed under the terms of this Collective Agreement if the Union cannot supply qualified Material Handlers. In the event of a reduction in roofing personnel, the Senior Probationary Material Handler will be released before any qualified Material Handlers are released.

ROOFER #5. MATERIAL HANDLER - JUNIOR PROBATIONARY - Is one who performs the duties of a Material Handler at the instruction of the more experienced roofing personnel. Junior Probationary Material Handlers may be employed under the terms of the Collective Agreement if the Union cannot supply Material Handlers or Senior Probationary Material Handlers. In the event of a reduction in roofing personnel, Junior Probationary Material Handlers will be released before Senior Probationary or qualified Material Handlers are released.

PRE-APPRENTICE - Is one who performs the duties of a Material Handler at the instruction of the more experienced Roofing personnel. In the event of a reduction in Roofing personnel, pre-apprentices will be released before apprentices in order of seniority.

APPRENTICESHIP PROGRAM:

Apprentices shall be indentured to the Employer and shall continue in training with such Employer as long as possible.

Apprentices should be tested at the conclusion of each 10 week school training period. Apprentices must attend in-school training when directed by the Employer. The

apprentice will advance to the next training period while waiting for the availability of in-school training program. An apprentice who fails to successfully complete the in-school training program shall be held in the current training period until the employee tries again and successfully passes the test.

Within a company the Apprenticeship ratio to journeyman after the first one shall be 1 apprentice to 3 journeymen. (This ratio will be reviewed prior to the end of this Collective Agreement.) The first 90 calendar days of employment shall be considered probationary and will be credited if apprentice continues.

Crew size may consist of 3 Journeymen (which includes Journeymen Roofers, Foremen and Red Circled 3#'s) and 3 Apprentices.

A Pre-Apprentice is one who performs the duties of a Material Handler at the instruction of the more experienced Roofing personnel. In the event of a reduction in Roofing personnel, pre-apprentices will be released before apprentices in order of seniority.

Where there is an opening for an apprentice, a pre-apprentice shall be selected in order of seniority.

Pre-apprentices shall receive 50% of the journeyman base rate plus benefits.

Employers must have a full quota of apprentices in order to qualify to employ a pre-apprentice:

- 1 apprentice for the first journeyman
- 1 additional apprentice for every 3 journeymen thereafter
- 1 pre-apprentice for every apprentice employed.

For the purpose of ascertaining the apprenticeship quotas the following applies:

A Journeyman includes Foremen, Journeymen Roofers (Potmen), and Red Circled #3's.

Current roofer classifications 4 and 5 will become apprentices at the level based on man hours worked and their wages will be red circled if more than apprenticeship rate.

A current roofer, classified at #3 may continue as a Material Handler and the position red circled if they do not wish to progress through the apprenticeship program. These employees will not be classified as Apprentices.

A current roofer who is classified as a #3 Roofer may, if he wishes, become a journeyman roofer if he passes a roofing examination. A decision, by the #3 Roofer, to write the examination must be made within one year after the Apprenticeship Program is in place.

A current roofer, who is classified as a #3 roofer, and who does not wish to write an examination and has completed 5900 hours of work as a roofer, shall be grandfathered to a journeyman after an additional 2000 hours worked from the date signified by the

roofer, provided he has satisfied the Local Joint Apprenticeship Committee that he is capable, qualified and competent to accept the responsibility of a journeyman.

A current roofer, classified as a #2 Roofer, will be granted Journeyman status at the time the Apprenticeship Program becomes operative.

When hiring or laying off apprentices, the Employer shall maintain an equal distribution of apprentices in the various training periods and maintain the journeyman ratio, as prescribed above.

Apprentices shall be laid off in indentured seniority with Employer.

Definition/Red Circling - a person presently in the Roofing Industry recognized by the Local Union will be red circled at his present rate and will receive all applicable increases. There will be company-wide and industry-wide seniority on hiring and lay-off.

Wages and Conditions

Period 1 (1300 hours) - 60% plus full benefits

Period 2 (1300 hours) - 70% plus full benefits

Period 3 (1300 hours) - 80% plus full benefits

based on the prevailing journeyman's base rate

Roofer Joint Apprenticeship Committees

The local committee shall consist of local union contractors and local union representatives of equal numbers. There will also be a provincial committee formed, as above.

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

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

2.6 The classifications referred to in Section 2.3 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 9 and 10 of this Collective Agreement.

2.7 **Ratio of Roofing Classifications**

Crew Ratios

For ratio purposes, material handler applies to both qualified and probationary material handlers.

On new construction work over five thousand (5,000) square feet in roof area consisting of hot built-up roofing, the crew ratio shall be as follows:

1 Foreman - 2 Roofers - 3 Material Handlers

Additions to the crew will be made at a maintained ratio of one (1) Roofer #2 - one (1) Material Handler.

On re-roofing, single-ply, cold process or inverted roof work covered by this agreement, the same ratio of classifications as described above will apply but if the nature of the job warrants it, material handlers may be added to or deleted from the crew.

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

Article 3

SCOPE OF AGREEMENT

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

3.2 Geographical Jurisdictions of Locals 30, 47, 235, 269, 397, 473, 504, 537, and 562;

LOCAL 30: TORONTO, ONTARIO (including Halton County with the exception of the west side Oakville Creek in Trafalgar Township; Nelson and Nassagaweya Townships; Peel County; Erin Township in Wellington County; Dufferin County; Simcoe County; Metropolitan Toronto; York County; County Ontario; The Townships of Cartwright and Darlington in Durham County; District Muskoka and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphries in the District of Parry Sound).

LOCAL 47: OTTAWA, ONTARIO (including Carleton, Dundas, Glengarry, Grenville, Lanark, Nipissing (South of a line from Mattawa on the Quebec border to the northeast corner of Paxton Township; southwest to the northwest corner of Paxton Township) Prescott, Renfrew, Russell and Stormont Counties, Ontario).

LOCAL 235: WINDSOR, ONTARIO (including Essex and Kent Counties, Ontario).

LOCAL 235: SARNIA, ONTARIO. (including Lambton County, Ontario).

LOCAL 269: KINGSTON, ONTARIO (including Addington, Amherst Island, Frontenac, Howe Island, Leeds, Lennox, Prince Edward County, the Townships of Sidney, Thurlow and Tyendinaga in Hastings County and Wolfe Island, Ontario).

LOCAL 30: PETERBOROUGH, ONTARIO (all Territories within the boundaries of Peterborough County, Victoria County, Northumberland County and Haliburton county in their entirety, the townships of Cavan, Manvers and Hope in the County of Durham, and all that part of the Town of Newcastle east of the southerly continuation of the western border of the Township of Manvers to the shore of Lake Ontario; all of the county of Hastings with the exception of the Townships of Sidney, Thurlow and Tyendinaga.

LOCAL 397: THUNDER BAY, ONTARIO. The boundary line starts at the southeast corner of Thunder Bay district north-easterly to the 49th parallel, approximately at 45 degrees to Brunswick Lake and then follows the 49th parallel to the Quebec border ... also the districts of Cochrane, north of the 49th parallel, Kenora, Rainy River and Thunder Bay.

LOCAL 473: LONDON, ONTARIO. (including Bruce, Elgin, Huron, Middlesex, Oxford County (with the exception of So Norwich, No Norwich, E. Oxford, Blenheim, Blandford and E. Zorra Townships) Perth County (with the exception of So Easthope, No Easthope, Ellice, Mornington, Elma and Wallace Townships). The City of Stratford is included in this geographic area.

LOCAL 504: SAULT STE. MARIE, ONTARIO. Southern Boundary - International Boundary Line, Northern Boundary - 49th Parallel, Western Boundary - The Eastern Limits of the Thunder Bay region, Eastern Boundary - A line running North and South at the Easterly limits of Striker Township.

LOCAL 504: SUDBURY, ONTARIO. A map or written boundary to be supplied by the Union. Parry Sound with the exception of the Townships of Carling, Ferguson, McDougall, McKeller, Christie; Foley, Conger and Humphrey, Sudbury County; Algoma County, Manitoulin Island. Except the Territory within the boundaries of Area 11, Sault Ste. Marie.

LOCAL 537: HAMILTON/BRANTFORD AREA.

HAMILTON AREA: In the City of Burlington, The Township of Nassagaweya, the Town of Milton, that part of the Town of Oakville being South of the Town of Milton and West of Provincial Highway Number 25 to a point where the Oakville Creek crosses Highway Number 25 and that part of the Town of Oakville lying west of the Oakville Creek between Highway Number 25 and Lake Ontario all in the Regional Municipality of Halton; the City of Hamilton, the Regional Municipality of Hamilton-Wentworth, the Townships of Seneca, Oneida, Walpole, Rainham, North Cayuga, that part of the Township of South Cayuga lying West of Regional Road Number 36 and Number 9 and that part of the Township of Canborough lying West of Regional Road Number 17 all in the Regional Municipality of Haldimand-Norfolk and that part of the Township of West Lincoln lying between the Easterly boundary of the Regional Municipality of Hamilton-Wentworth and Regional Road Number 16 as it extends from its intersection

with Lincoln Regional Road Number 17 to the Town of Smithville and Lincoln County Road Number 36 as it extends from Smithville to the shores of Lake Ontario.

BRANTFORD AREA: East Zorra, Blandford, Blenheim, East Oxford, North Norwich and South Norwich in Oxford County and the Counties of Brant and Norfolk.

LOCAL 537: NIAGARA PENINSULA AREA.

WESTERN BOUNDARY: That portion of the Regional Municipality of Niagara and the Regional Municipality of Haldimand- Norfolk East of a line from Grimsby Beach formed by Regional Road Number 14 then South on Regional Road Number 16 to Regional Road Number 63 then South on Regional Road Number 17 then West on Highway 3 to Haldimand Regional Road Number 9 then Westerly on Regional Road Number 17 to a point in line South Easterly with Haldimand Regional Road Number 9 and Number 36 to Lake Erie.

EASTERN BOUNDARY: Region of Niagara at the Niagara River.

LOCAL 562: KITCHENER, ONTARIO. (including the Counties of Waterloo, Wellington, Grey and Perth with the exception of Blanchard, Downie, Fullerton, Hibbert and Logan Townships, including all the municipalities contained therein).

Article 4

MANAGEMENT RIGHTS

- 4.1 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and to exercise such right without restriction, save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:
- (a) Hire, direct, promote, select, demote, lay-off, transfer, discipline or discharge any employee and to increase or decrease working forces, provided that a claim for discriminatory demotion or transfer or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with, as herein provided.
 - (b) Determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.
 - (c) Determine the rules and regulations to be observed by the employees, violation of which may be the cause of discipline and may include discharge.
- 4.2 The Employer recognizes that the employee has recourse through the Grievance Procedure if he feels that the company has exercised any of the foregoing rights contrary to the terms of this Agreement. The Union has the right to lay a complaint or grievance against the Employer and the Employer has the right to lay a complaint or grievance against the Union.

Article 5

EXECUTIVE COMMITTEE

- 5.1 To advance harmonious relations between EPSCA, the Employers, the Union and the Employees, EPSCA and the Union shall each appoint an Executive Committee. The

Executive Committee of EPSCA shall be appointed by the Board of Directors. The Executive Committee of the Union shall consist of the senior representatives of the Union and the accredited union representative including the Business Manager of the Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference.

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

Article 6

ACCREDITED UNION REPRESENTATIVES

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

Article 7

UNION STEWARDS

- 7.1 Accredited Union Representatives shall inform the appropriate EPSCA representative in writing of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. Any steward, other than a Chief Steward, shall exercise his duties only in respect to employees of his Employer. Any Chief Steward, in order to carry out his duties with respect to employees of other than his Employer, shall first involve the EPSCA representative. Any steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.
- 7.2 A steward shall not be laid off or transferred to another job without prior consultation with the accredited Union representative.

- 7.3 In the event of a work stoppage or threat of a work stoppage or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employee is prevented or stopped.
- 7.4 No foreman or subforeman shall be appointed or permitted to act as a steward.
- 7.5 Where practicable and where requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may be instances where this is not practicable (eg. security breaches, fighting, safety breaches) or where a Union Steward and/or Union Representative is not available. This Article applies to generation sites only.

Article 8

ADVANCE NOTICE

- 8.1 EPSCA will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.
- 8.2 Upon the request of the Union, EPSCA will convene a prejob conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the project.
- 8.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences, as noted in Sections 8.1 and 8.2 above.

Article 9

WORK ASSIGNMENT

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

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

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

- 9.2 A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the Union the work

which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

When work is to be performed on a project site and it meets the following criteria; same Employer, same work, same project site, the markup process will not be required.

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

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

When an Employer has work that is less than a 3 week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

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

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

9.3 The Employer who has the responsibility for the installation shall make a proposed assignment of the work involved. The Employer will specify a time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted as per Article 9.1 and make a final assignment of the work involved. The Employer will advise the Union of the final assignment prior to the work commencing. A copy of such assignments shall be submitted to the Business Manager of the Ontario Sheet Metal Workers' Conference.

The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible.

Article 10

JURISDICTIONAL DISPUTES

10.1 When a jurisdictional dispute exists between unions, and upon request by the Union, the Employer shall furnish the Business Manager of the Ontario Sheet Metal Workers'

Conference with a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer shall supply the Business Manager of the Ontario Sheet Metal Workers' Conference with a copy of the evidence submitted by the other union(s) involved along with drawings and/or prints plus a description of the work or process in dispute when requested.

- 10.2 In the event that a jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the Unions involved, EPSCA and/or the Union may then submit the dispute to the Ontario Labour Relations Board under the Labour Relations Act or the Plan for Settlement of Jurisdictional Disputes in the construction industry. EPSCA and the Ontario Sheet Metal Workers Conference will advise each other in writing of their intent to submit a jurisdictional dispute to the Ontario Labour Relations Board and will identify in detail the work in question. The decision of the Ontario Labour Relations Board with respect to the jurisdictional dispute will be final and binding on the parties to this Agreement. The Ontario Labour Relations Board will determine the jurisdictional dispute before it pursuant to its normal criteria.
- 10.3 In the event the Union pursues or responds to a jurisdictional dispute at the Ontario Labour Relations Board the hearings panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a misassignment of work, only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph 10.3 shall not apply where the jurisdictional dispute and the misassignment of work involves the same Employer and the same work previously the subject matter of a jurisdictional dispute, relating to a construction project covered by this Agreement or its predecessors, before the Ontario Labour Relations Board or the Plan for Settlement of Jurisdictional Disputes.
- 10.4 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, EPSCA and the Union agree to meet and discuss implementation of procedures set forth by said Board.

Article 11

UNION SECURITY

- 11.1 All employees will be members or will apply for and secure membership in the Local Union having geographic jurisdiction for the project or work location and will maintain such membership in good standing as a condition of employment.
- 11.2 The Employers will supply full checkoff lists of employees subject to checkoff at regular intervals, and agree to collect monthly for the union dues payable to the Union. The Union will indemnify the Employers for any liability arising from the deduction of dues as requested by the Union. The Employers will transmit the monies so collected to the designated officials of Locals of the Union.
- 11.3 The Union may designate dues from any of the following options:

- (a) a fixed dollar amount per month;
- (b) a fixed percentage of vacationable gross earnings (as defined in Article 16) per month;
- (c) a fixed cents-per-hour worked or paid/earned;
- (d) a fixed cents-per-hour worked or paid/earned, plus a fixed dollar amount per month;
- (e) a fixed dollar amount per month plus a percentage of vacationable gross earnings.

Regardless of the option selected, the Employer will only remit monies to a single location designated by the Union. 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.

Article 12

EMPLOYMENT

- 12.1 For the purposes of this Article, a geographic area will be established for each Project and for Lines and Stations Construction in accordance with the geographic jurisdiction established in Article 3, Section 3.2 of this Agreement.
- 12.2 An office will be established by the Employer, with the approval of EPSCA, for each Project and for Lines and Stations Construction. A purpose of this office will be to coordinate employment as specified in this Article.
- 12.3 The Employer, with the approval of EPSCA and the Union will exchange the names of their representatives in each of the areas described in Section 12.1 who will be responsible for cooperating in the referral and employment of reliable and competent Union personnel having regard for the special requirements of thermal, nuclear, or hydraulic generation projects and transmission and transformation construction.
- 12.4 The Employer, with the approval of EPSCA, will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.
- 12.5 Employers reserve the right to employ and transfer six (6) employees to a project(s) which is located in the geographic jurisdiction of another Local Union. Such employees shall be permitted to do work for such period as the Employer may require them to do so. Such employees shall register with the Employer and the Local Union office prior to commencing work.
- 12.6 Notwithstanding Section 12.5 above, an Employer working within the geographic jurisdiction of the Local Union in which his headquarters are located reserves the right

to man his job(s) with personnel already in his employ. Such employees shall register with the Employer prior to commencing work.

12.7 The employment of qualified personnel, other than those employed under the provisions of Sections 12.5 and 12.6 above, shall be carried out on the following basis and sequence:

- (a) The EPSCA/Employer's office will request the appropriate Local Union office for personnel required. The request will include a description of the work, classifications required, and the name of the Employer for whom personnel will be working.
- (b) Union personnel who are qualified and competent and resident in the designated geographic area will be referred by the Local Union for employment through the EPSCA/Employer's office. The Local Union will supply personnel on a fan-out basis from the project or work location.
- (c) In the event the Local Union is unable to supply sufficient qualified and competent personnel, the Employer may request the Business Manager of the Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference to furnish such additional personnel as it requires and the Business Manager of the Conference will attempt to obtain the required Union members to fill the request from the affiliated Local Union that is closest to the Project on a fan-out basis.

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

- (d) Notwithstanding Article 11, Section 11.1, if upon request, the Local Union or the Business Manager of the Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference is unable, within two (2) full working days, to supply personnel, including personnel with special skills, the Employer may secure personnel from other available sources. The Employer agrees that such personnel shall be covered by the terms and conditions of this Agreement.
- (e) The Union will cooperate with the Employer and advise the name and address of members being referred for work with Lines and Stations Construction as soon as they are known and before the employee commences work.

12.8 Layoff

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

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

Notwithstanding the above-noted sequence, the ratio of roofing classifications outlined in Article 2, Section 2.7, will be maintained and the Employers reserve the right to retain key employees to utilize their special skills and to retain those employees employed under the provisions of Sections 12.5 and 12.6 above.

- 12.9 Re-employment of Roofer members as required by the Workers' Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 12.
- 12.10 An Employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both employers agree.

Article 13

PAY PROCEDURE

13.1 NORMAL

- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week.
- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a 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 recognized holiday pay for which the employee is being credited; and
 - (viii) the net amount of money being paid to the employee.

- (c) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

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

- (d) The parties agree to direct deposit for all employees. An Employer will provide assistance to employees who require assistance obtaining a bank account.

13.2 LAYOFF

- (a) An employee who is laid off from a Generation Stations Project or a Lines and Stations Construction site will have his final pay and record of employment and vacation pay, if applicable, mailed to his last known address on record with the Employer within five (5) working days of termination. This does not preclude an employee being issued his final pay and termination documents, on the job, prior to the five (5) day period.
- (b) If the Employer does not mail an employee's final pay and record of employment and vacation pay as required in Section 13.2 (a) above, the Employer shall pay waiting time in excess of the five (5) day period at the rate of two (2) hours' pay for each working day until such pay and record of employment are mailed by the Employer.
- (c) Employers will provide two (2) hours' notice of layoff or two (2) hours' pay in lieu of notice to employees who are to be laid off.
- (d) The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the five (5) days.
- (e) Apprentices required to attend trade school shall be provided with a Record of Employment.

Article 14

WAGES

- 14.1 The rates of pay for employees in the classifications listed in Article 2 of this Agreement shall be as set forth in the wage schedules, attached hereto.
- 14.2 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 the right to seek recovery through the grievance procedure or other legal proceedings.

- 14.3 In the event that the agreed upon wage schedules attached contain errors that are inconsistent with the terms and conditions previously negotiated than such errors shall be corrected at the earliest opportunity.

There shall be no retroactive adjustment/claw back for amounts that were paid in error unless the errors in the wage schedules were the result of gross negligence by either party.

Article 15

PREMIUM

- 15.1 The premium for roofing work when handling pitch for all or any part of the day is one dollar and twenty-five cents (\$1.25) per hour worked.

Article 16

RECOGNIZED HOLIDAYS

- 16.1 The 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	

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

Article 17

STATUTORY HOLIDAY AND VACATION PAY

- 17.1 The vacation and recognized holiday pay rate shall be ten (10) percent (six (6) percent vacation pay and four (4) percent statutory holiday pay) of total earnings*.
- 17.2 The Employer agrees to pay in accordance with the practice established or recognized in the locality by Employers under agreement with the Union for construction work of a related nature.

Article 18

BENEFITS AND UNION FUNDS

- 18.1 The Employer agrees to pay into operative welfare, bereavement, and pension plans established or recognized in the locality by Employers under agreement with the Union for construction work of a related nature, the hourly or monthly amounts specified as welfare and pension in such agreement, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this Agreement during the time they are employed in the specific locality covered by such agreement. The amount(s) of welfare, bereavement, and pension contributions to be paid will be set out in the wage schedules, attached hereto. The Employer agrees to remit welfare, bereavement, and pension contributions by the 15th day of the month following that month in which such contributions were accumulated.
- 18.2 The Union agrees to supply the Employer with all information regarding the welfare and pension plans and also all administrative material that is required for the implementation of them.
- 18.3 Should the welfare or pension plan contributions recognized under this Agreement 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 Wage schedules, dues and remittance changes are to be provided in writing to EPSCA and changes shall be subject to agreement and shall take place during March (EPSCA to prepare) or during November (Union to prepare). The effective date of such changed schedules, dues and remittances shall be the date of issuance. If changes are received during the windows referenced above (March/November), the effective date will be as early as May 1/December 1.
- 18.5 The Employers agree to deduct from each employee and remit the amounts set forth in the wage schedules, attached hereto, and the area rate schedules for the Roofers' Promotion Fund and the Ontario Sheet Metal Workers' Conference Promotion Trust Fund.

All monies deducted and received in accordance with this Article are the property of the Ontario Sheet Metal Workers' Conference, and shall be used by the Conference in its

absolute discretion as directed by representatives of Locals 30, 47, 235, 269, 397, 473, 504, 537 and 562.

- 18.6 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 18.7 In Support of the objectives of the De Novo Substance Dependency Program, the Parties to this agreement agree that \$0.04 per hour paid shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall contribute \$0.02 per hour worked as set out in the wage schedules attached hereto. The reflected deductions shall be forwarded from the respective employer association and union field dues checkoffs listed in this Agreement.

Article 19

ASSOCIATION FUND

- 19.1 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. It is understood that these remittances are not part of the wage package and are to be used for the operation of EPSCA.

Article 20

REPORTING PAY

- 20.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall receive pay for three (3) hours' work at the applicable rate, unless the employee has been notified before leaving his home or camp not to report.
- 20.2 An employee who reports for and commences work at the direction of his Employer shall receive four (4) hours' pay on a five (5) consecutive eight (8) hour shift schedule or five (5) hours' pay on a four (4) consecutive ten (10) hour shift schedule at the applicable rate. This allowance will be paid to an employee if he is requested to report for work for any part of the first half of the shift and an additional four (4) or five (5) hours as applied above will also be paid if he is requested to report for work for any part of the second half of the same shift. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather. It is not intended by this Article that an employee receive reporting pay allowance greater than his pay for normal daily hours.

- 20.3 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.
- 20.4 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

Article 21

INCLEMENT WEATHER PAY

- 21.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place designated by the Employer for two (2) hours unless excused by an authorized representative of his Employer.
- 21.2 An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive two (2) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.
- 21.3 An employee in receipt of inclement weather pay shall also receive travel or board allowance, if applicable.

Article 22

FOREMEN

- 22.1 It is understood that foremen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen 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, the Employers and the Union.

- 22.2 The parties recognize the responsibilities of foremen to discharge their managerial duties. If the Union feels that the foreman 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 in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.
- 22.3 The selection and retention of foremen will be the exclusive right of the Employers.

- 22.4 In the interest of efficiency and productivity, the Employer shall have the right to move foremen from project to project or from work location to work location.
- 22.5 The foremen's differential shall be twelve percent (12%) effective May 1, 2020, above the journeyman base hourly rate.

Article 23

CALL-IN PAY

- 23.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of three (3) hours' work at the appropriate premium rate.
- 23.2 If the employee's normal hours of work commences within this three (3) hour period, the employee will be paid premium time until the start of his normal hours and will revert to his normal straight time rate at the commencement of his normal hours of work.

Article 24

HOURS OF WORK

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

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

The daily hours of work for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts or by having the employees work five (5) consecutive eight-hour shifts. These shifts may run concurrently. Daily hours of work will be established for a minimum period of 30 days. If an Employer intends to change the daily hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

The start time for the day shift shall be 8:00 AM with a possible one (1) hour variance either way. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way to coincide with the end of the day shift. The Employer will notify the Local Union of its start times in advance of the work commencing in the previous work but no less than five (5) days.

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

Shift differential will not be paid on overtime hours.

24.2 Three (3) Shift Operation

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

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

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-seventh (1/7) shall be paid for all normal scheduled shift hours worked.

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

Shift differential will not be paid on overtime hours.

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

24.4 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Union.

24.5 Make-up Time

When employees are not able, due to weather conditions, to work a full day, it is agreed that the daily time limit may be exceeded on any of the remaining working days of the week, providing the weekly time limit is not exceeded thereby, but in no case under this provision shall the daily limit be exceeded by more than two (2) hours without the consent of the Union. Pay for such hours shall be at the basic hourly rate.

Article 25

OVERTIME

25.1 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 a 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.

Overtime work performed on Saturday, Sundays and Recognized Holidays shall be paid at two (2) times the basic hourly rate.

25.2 Overtime rates of pay for employees in the classifications covered by this Agreement shall be as set forth in the overtime rate schedule, attached hereto.

25.3 All employees and Employers agree to mutually cooperate in performing overtime work when such is reasonably required.

- 25.4 Notwithstanding the foregoing, all hours worked in accordance with Article 24, Section 24.5 - Make-up Time of this Agreement are exempt from the provisions of this Article.
- 25.5 The parties have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. The application of the employer's discretion, will be subject to referral to the Nuclear Project Committee.

Article 26

REST PERIOD

- 26.1 Fifteen (15) minutes will be allotted at the direction of the Employer for employees to rest at their designated assembly area for each half (1/2) shift worked. Where a half shift is less than four (4) hours there shall be no rest period.
- 26.2 For employees required to work two (2) hours of overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.
- 26.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

Article 27

MEALS ON OVERTIME

- 27.1 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 his normal quitting time that day, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of overtime worked thereafter. The employee will be allowed thirty (30) minutes paid at the straight-time rate to eat each meal at the time directed by the Employer. When a meal period overlaps a rest period the meal period will supplant the rest period. The Employer will supply a hot meal when possible.

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

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

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

Article 28

GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

28.1 The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board as referred to in Section 28.2, on the following basis:

- (a) If an employee lives within forty (40) radius kilometres* of the project, no travel allowance will be paid.
- (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$29.29 per day travel allowance effective May 1, 2020 (\$29.58 effective May 1, 2021, \$29.88 effective May 1, 2022, \$30.18 effective May 1, 2023, \$30.48 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 \$34.02 per day travel allowance effective May 1, 2020 (\$34.36 effective May 1, 2021, \$34.70 effective May 1, 2022, \$35.05 effective May 1, 2023, \$35.40 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 \$39.01 per day travel allowance effective May 1, 2020 (\$39.40 effective May 1, 2021, \$39.79 effective May 1, 2022, \$40.19 effective May 1, 2023, \$40.59 effective May 1, 2024) for each day worked or reported for.
- (e) Excluding Pickering and Darlington Generating Stations, if an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 28.2 below, or does not maintain a temporary accommodation at or near the project, he shall receive \$45.11 per day travel allowance effective May 1, 2020 (\$45.56 effective May 1, 2021, \$46.02 effective May 1, 2022, \$46.48 effective May 1, 2023, \$46.94 effective May 1, 2024) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.
- (f) An employee at the Pickering or Darlington Generating Station who lives greater than 97 radius kilometers from the project shall receive \$45.11 per day travel allowance effective May 1, 2020 (\$45.56 effective May 1, 2021, \$46.02 effective May 1, 2022, \$46.48 effective May 1, 2023, \$46.94 effective May 1, 2024) for each day worked or reported for.

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

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

- (h) If a journeyman does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 28.1 (e) or (f).

* ***For the purpose of this Article, "radius kilometers" shall be measured from the centre of the turbine hall on each project. Bruce GS "A", Bruce GS "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 GS "A" and Bruce GS "B" turbine halls.***

The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that camp facilitates meeting all standards and regulations are provided (e.g. OHS regulations).

ROOM AND BOARD

28.2 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) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project;
 - (ii) a subsistence allowance; or
 - (iii) a travel allowance.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
- (i) The Province will be divided into three (3) regions for the payment of subsistence allowance: a Northern region, a Southern region and the Bruce Project. The Northern region is the geographic area north of a line drawn between the mouth of the French River and Mattawa. The Southern region is comprised of all remaining geographic areas except that described for the Northern region and the Pickering and Darlington Projects and the Bruce Project.
 - (ii) An employee working at the Northern Region whose regular residence is more than 97 radius kilometers from the Project shall be paid a subsistence allowance of \$115.06 per day effective May 1, 2020 (\$116.21 effective May 1, 2021, \$117.37 effective May 1, 2022, \$118.54 effective May 1, 2023, \$119.73 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). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house facility which is not self-contained; and

(2) The total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and

(3) The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.

(iii) An employee working in the Southern Region, excluding the Bruce Project, whose regular residence is more than 97 radius kilometers from the Project in the Southern Region shall be paid a subsistence allowance of \$95.34 per day effective May 1, 2020 (\$96.29 effective May 1, 2021, \$97.25 effective May 1, 2022, \$98.22 effective May 1, 2023, \$99.20 effective May 1, 2024) for each day worked or reported for.

(iv) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance of \$98.37 per day effective May 1, 2020 (\$99.35 effective May 1, 2021, \$100.34 effective May 1, 2022, \$101.34 effective May 1, 2023, \$102.35 effective May 1, 2024) for each day worked or reported for.

(c) To qualify for subsistence allowance, an employee must maintain temporary accommodation at or near the Project. Employees who travel daily to a regular residence beyond 97 radius kilometers from the Project will be entitled to a travel allowance of \$45.19 effective May 1, 2020 (\$45.64 effective May 1, 2021, \$46.10 effective May 1, 2022, \$46.56 effective May 1, 2023, \$47.03 effective May 1, 2024) per day for each day worked or reported for.

28.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 28.1 and 28.2 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.

28.4 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camp 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.

28.5 All distances for the purposes of this Section will be determined by electronic means.

28.6 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed more than fourteen (14) days after an employee has been laid off, has quit or has been terminated.

Article 29

LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 29.1 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 Sections 29.4, on the following basis:
- (a) If an employee lives less than fifty (50) road-driven kilometres 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 \$27.07 per day travel allowance effective May 1, 2020 (\$27.34 effective May 1, 2021, \$27.61 effective May 1, 2022, \$27.89 effective May 1, 2023, \$28.17 effective May 1, 2024) for each day worked or reported for.
 - (c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the work location or declared assembly point, he shall receive \$31.18 per day travel allowance effective May 1, 2020 (\$31.49 effective May 1, 2021, \$31.80 effective May 1, 2022, \$32.12 effective May 1, 2023, \$32.44 effective May 1, 2024) for each day worked or reported for.
 - (d) If an employee lives ninety-six (96) to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, he shall receive \$35.28 per day travel allowance effective May 1, 2020 (\$35.63 effective May 1, 2021, \$35.99 effective May 1, 2022, \$36.35 effective May 1, 2023, \$36.71 effective May 1, 2024) for each day worked or reported for.

- (e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 29.4 below, he shall receive \$30.09 per day travel allowance effective May 1, 2020 (\$39.48 effective May 1, 2021, \$39.87 effective May 1, 2022, \$40.27 effective May 1, 2023, \$40.67 effective May 1, 2024) provided he continues to travel greater than or equal to one hundred and ten (110) road-driven kilometers daily for each day worked or reported for.
- (f) Employees using company vehicles are not entitled to daily travel.
- (g) If a journeyman does not qualify for Room and Board under Article 29.4, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, he or she shall receive daily travel as per the rates in Article 29.1 (e).

The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that camp facilitates meeting all standards and regulations are provided (e.g. OSHA regulations).

29.2 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.

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

29.4 ROOM AND BOARD

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

- (a) An Employer may supply either:
 - (i) free room and board in camp or a good standard of board and lodging;
 - (ii) a subsistence allowance; or
 - (iii) a travel allowance.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:

- (i) The Province will be divided into two (2) regions for the payment of subsistence allowance: a Northern region and a Southern region. The Northern region is the geographic area north of a line drawn between the mouth of the French River and Mattawa. The Southern region is comprised of all remaining geographic areas except that described for the Northern region.

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

(1) The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house facility which is not self-contained; and

(2) The total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and

(3) The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.

- (ii) An employee working at the Northern Region whose regular residence is greater than or equal to one hundred and ten (110) road-driven kilometers from the Project shall be paid a subsistence allowance of \$100.95 per day effective May 1, 2020 (\$101.96 effective May 1, 2021, \$102.98 effective May 1, 2022, \$104.01 effective May 1, 2023, \$105.05 effective May 1, 2024) for each day worked or reported for.
 - (iii) An employee working in the Southern Region whose regular residence is greater than one hundred and ten (110) road-driven kilometers from the Project in the Southern Region shall be paid a subsistence allowance of \$84.95 per day effective May 1, 2020 (\$85.80 effective May 1, 2021, \$86.66 effective May 1, 2022, \$87.53 effective May 1, 2023, \$88.41 effective May 1, 2024) for each day worked or reported for.
 - (iv) The Employer will notify the Union in advance when it intends to provide room and board in camp and agrees to ensure that suitable camp facilities are provided.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to a regular residence that is greater than or equal to one hundred and ten (110) road-driven kilometers from the work location will be entitled to a travel allowance of \$39.77 per day effective May 1, 2020 (\$40.17 effective May 1, 2021, \$40.57 effective May 1, 2022, \$40.98 effective May 1, 2023, \$41.39 effective May 1, 2024) for each day worked or reported for.

- 29.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 29.1 and 29.4 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.
- 29.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled 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.
- 29.7 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed more than fourteen (14) days after an employee has been laid off, has quit or has been terminated.

Article 30

STANDOFF

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

If the Employer elects layoff, it shall be carried out in accordance with Article 12 of this Agreement. An employee laid off will be issued a Record of Employment Form indicating "Layoff - Shortage of Work".
 - (b) Standoff

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

- 30.2 An employee qualifying for subsistence allowance subject to 30.1 (b) who is placed on standoff will receive subsistence allowance up to a maximum of three (3) days or, upon agreement of the Employer, will receive the cost of a return trip to the employee's regular residence calculated in accordance with Article 28 or Article 29 not to exceed an amount equivalent to three (3) days subsistence allowance.
- 30.3 If standoff continues beyond three (3) consecutive working days, an employee at his option may elect to remain on or be removed from standoff. Subsistence allowance will cease after three (3) consecutive working days on standoff.

North of French River Only

If a standoff continues for beyond three (3) consecutive working days, those employees who do not exercise their right to be removed from standoff shall receive the cost of a return trip to their regular residence calculated in accordance with Article 31.

- 30.4 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.
- 30.5 If an employee elects layoff, he will be issued a Record of Employment Form indicating "Layoff - Shortage of Work" dating back to his first day on standoff. Record of Employment information may be sent electronically.

Article 31

GENERATION PROJECTS - TRAVEL AND TRANSPORTATION

- 31.1 On Recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$34.00 effective October 18, 2010 for the initial trip to the project.

31.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay \$0.41 per radius kilometer effective October 18, 2010 plus travel time based on one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

31.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond 161 radius kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

31.4 To qualify for payment in Sections 31.1, 31.2 or 31.3, the employee must remain at the project for a minimum of thirty (30) calendar days or the duration of the job, whichever is lesser.

31.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 31.1, 31.2 or 31.3 shall be entitled to return expenses calculated in the same manner as in Sections 31.1, 31.2 or 31.3 above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the project. To be eligible for return payment an employee must remain at the project for a minimum of thirty (30) calendar days or the duration of the job, whichever is the lesser.

31.6 The term "one hour's pay" as used in this Article excludes benefits, vacation and recognized holiday pay, Association Fund, or Employer payroll burden costs.

Article 32

HYDRO ONE (LINES AND STATIONS CONSTRUCTION) TRAVEL AND TRANSPORTATION

32.1 On recruitment of tradesmen who live between one hundred and ten (110) and one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$34.00 effective October 18, 2010 for the initial trip to the project.

32.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$0.41 per road-driven kilometer effective October 18, 2010 plus travel time based on one (1) hour's 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 place of recruitment, whichever is closer to the project.

32.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's 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 place of recruitment, whichever is closer to the project.

- 32.4 To qualify for payment in Sections 32.1, 32.2, or 32.3, the employee must remain at the project for a minimum of thirty (30) working days or the duration of the job, whichever is lesser.
- 32.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 32.1, 32.2, or 32.3 shall be entitled to return expenses calculated in the same manner as in Sections 32.1, 32.2, or 32.3 above for the return trip from the project to where the tradesman lives or place of recruitment, whichever is closer to the project. To be eligible for return payment an employee must remain at the project for a minimum of thirty (30) days or the duration of the job, whichever is the lesser.
- 32.6 The term "one hour's pay" as used in this Article excludes benefits, vacation and recognized holiday pay, Association Fund, or Employer payroll burden costs.

Article 33

LUNCHROOM FACILITIES

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

33.2 Toilet Facilities

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

Article 34

GRIEVANCE PROCEDURE

- 34.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this

Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by the Appropriate EPSCA Representative and the Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner.

34.2 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.

34.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with the Appropriate EPSCA Representative. Such grievance shall be filed within ten (10) working days of the alleged grievous act.

Within ten (10) working days of the filing of the grievance, the Appropriate EPSCA Representative shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The Appropriate EPSCA Representative 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 Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference.

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

34.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to 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 Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference.

The Appropriate EPSCA Representative shall investigate the grievance and convene a meeting which he or the Business Manager of the Built-up Roofers', Damp and

Waterproofers' Section of the Ontario Sheet Metal Workers' Conference considers necessary to resolve it and give his reply on the prescribed form to the Business Manager of the Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers' Conference within five (5) working days from the receipt of the grievance form which was completed at First Step.

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

34.5 EPSCA OR UNION GRIEVANCES

The processing of EPSCA grievances shall begin at the Second Step. The Appropriate EPSCA Representative 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.

34.6 TIME LIMITS

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

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

34.8 GRIEVANCE FACILITIES

The Appropriate EPSCA Representative shall provide the necessary facilities for all grievance meetings.

Article 35

ARBITRATION

35.1 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 34, 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 party's nominee to an Arbitration Board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of the other party. If the two nominees fail to agree upon a Chairman, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by either party. The Arbitration Board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

- 35.2 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.
- 35.3 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.
- 35.4 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 36

NO STRIKE - NO LOCKOUT

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

Article 37

PROTECTIVE CLOTHING EQUIPMENT

- 37.1 When an Employer wishes an Employee to wear a specifically identified safety helmet, the Employer shall provide it, complete with a new liner

Article 38

TOOL LIST

38.1 All Roofer Foremen and Journeymen Roofers shall provide themselves with the full complement of tools, as set out below:

1 Hammer	1 Roofers' Knife
1 Pair Pliers	1 Trowel
1 Pair Snips	1 Tape Measure (Imperial or Metric if applicable)
1 Pair Gloves	

38.2 Roofer Foremen and Journeymen Roofers who report for work and are not in possession of a full set of tools as set out above shall not be eligible for employment and the Employer shall have the right to refuse employment or to continue to employ such foremen or journeymen until they are in possession of a full complement of tools, as set out in Section 38.1 above.

38.3 If the Employer does not employ or continue to employ on the basis of Article 38.2 above, the Employer shall not be required to pay reporting pay as set out in Article 20 of this Agreement.

38.4 Each Employer will provide, insofar as is practical, separate facilities for storing tools. When personal tools and clothing of employees valued in excess of \$25.00 are lost due to fire or theft from locked storage on an Ontario Power Generation Inc (OPGI) or Hydro One site the Employer will pay the full estimated value up to \$250.00 on the merit of each case in determining replacement or payment. This will include only personal tools and clothing that a tradesman is required to have to perform his normal duties with the Employer.

Article 39

SENIOR JOURNEYMEN

39.1 Each Employer who employs six or more journeymen from classifications 1 and 2 shall employ, if available at time of hiring, senior journeymen who are capable of performing the work contracted, at the following ratio:

6 to 15 Roofers numbers 1 and 2
1 Senior Journeyman number 1 or 2

16 to 30 Roofers numbers 1 and 2
2 Senior Journeymen numbers 1 or 2

31 to 45 Roofers numbers 1 and 2
3 Senior Journeymen numbers 1 or 2

39.2 The definition of a Senior Journeyman is a journeyman who has reached the age of 55 years, and who has the qualifications of a Roofer number 1 or a Roofer number 2.

Article 40

ABORIGINAL CONTENT COMMITMENT

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

Article 41

BILL 162

41.1 Upon written request of a Local Union or the Multi-Employer Benefit Plan, the Electrical Power Systems Association agrees to meet with the Union to discuss with the intent to comply with any increase negotiated between the Ontario Sheet Metal Workers' Conference and the Ontario Industrial Roofing Contractors' Association with respect to the \$0.03 Bill 162 hourly contribution required in the Wage Schedules.

Article 42

HELMETS TO HARDHATS

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

Article 43

TERM OF AGREEMENT

43.1 This Agreement shall continue in full force and effect for a term of five (5) years, from May 1, 2020 to April 30, 2025.

Dated at Toronto this ___ day of _____, 2021.

For:

Electrical Power Systems
Construction Association

For:

Ontario Sheet Metal Workers
Workers' Conference

APPENDIX 1

MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Article 28 (or Article 29 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 who is still absent from work on the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

- (a) If an employee lives within 161 radius kilometres* from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres* from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hours base rate of pay for each eighty (80) radius kilometres**, or portion thereof, of travel time to a maximum of 800 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: “eighty (80) radius kilometres” shall be converted into **ninety-six (96) road-driven kilometers***

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

APPENDIX 2- 7 DAY COVERAGE

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

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

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

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

First Shift (Day Shift)

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

Second Shift (Afternoon Shift)

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

Third Shift (Night Shift)

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

All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at 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.

Letter of Understanding No.1

Between

The Electrical Power Systems Construction Association

And The

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 392, 397, 473,
504, 537, 539 & 562.

Local Union Hiring Practices

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

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

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

Barry Roberts

Owen Pettipas

For:

Electrical Power Systems
Construction Association

For:

Ontario Sheet Metal Workers
Workers' Conference

Letter of Understanding No. 2

between the

Electrical Power Systems
Construction Association

and the

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 392, 397, 473,
504, 537, 539 & 562.

Employment Referrals

It is agreed by the parties to this understanding that, prior to any member being referred for employment under this collective agreement, the member must submit to a security clearance (OPG and Bruce Power) and reliability screening (Hydro One). Only members who successfully obtain security clearance will be referred to the facility for employment, **subject to Articles 12.7 (b) or Article 34.7**. 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.

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

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

Barry Roberts

Owen Pettipas

For:

Electrical Power Systems
Construction Association

For:

Ontario Sheet Metal Workers
Workers' Conference

Letter of Understanding No.3

Between

The Electrical Power Systems Construction Association

And The

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

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

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

Barry Roberts

Owen Pettipas

For: Electrical Power Systems
Construction Association

For: Ontario Sheet Metal
Workers Conference

Letter of Understanding No. 4

Between

The Electrical Power Systems Construction Association

And The

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

HIRING AND MOBILITY REOPENER

The Unions agree that, in the event of legislation being introduced in the ICI sector that would put EPSCA at a disadvantage regarding hiring and mobility, they would reopen negotiations to deal with these issues.

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

Barry Roberts

Owen Pettipas

For: Electrical Power Systems
Construction Association

For: Ontario Sheet Metal
Workers' Conference

Letter of Understanding No. 5

Between

The Electrical Power Systems Construction Association

And

Ontario Sheet Metal Workers and Roofers Conference

RE: Apprentice Wage Rate Calculations

The Parties agree that the appropriate percentage increases as provided for in the collective agreement are to be added to the total wage package of all Roofing apprentices (Pre-apprentice, 1st year, 2nd year, 3rd year).

Ivars Starasts

Tim Fenton

EPSCA

OSMWRC

September 12, 2006

Date

Letter of Understanding No. 6

Between

The Electrical Power Systems Construction Association

And The

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537, 539 & 562.

RE: Northern Travel Issues

1) Pre-Bid Review

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

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

2) Travel Time Within Local 397 and Local 504

The following applies to OPG Generation Construction Projects within the geographic jurisdiction of Local 397 and Local 504. When an employee is in receipt of Room and Board Allowance on remote projects, where the roads from the temporary accommodation to the work location are loose surface and where the nearest place of accommodation is in excess of forty (40) radius kilometers from the job, an employee will receive the following when travelling from the nearest available accommodation:

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

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


EPSCA


OSMWRC

Nov 13, 2012
Date

Letter of Understanding No. 7

Between

The Electrical Power Systems Construction Association

And The

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537 & 562.

RE: Apprentices

1. The Union and the Employer shall maintain a balanced apprentice program, all levels of apprentices shall be made available, in accordance with the out of work list.
2. If an apprentice does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 28.1 (e) or (f).
3. For work performed on Hydro One sites: Notwithstanding number 2 above, if an apprentice does not qualify for Room and Board under Article 29.4, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, he or she shall receive daily travel as per the rates in Article 29.1 (e).

Dated at Toronto this ___ day of _____, 2021.

EPSCA

OSMWRC

Letter of Understanding No. 8

Between

The Electrical Power Systems Construction Association

And The

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537 & 562.

RE: Implementation of Wage Schedules and Agreement

1. The Union will have 30 calendar days from ratification to provide the breakdown of pension, welfare, benefits to EPSCA.
2. The parties will have 45 calendar days upon ratification to review, approve and implement the wage schedules and collective agreement.
3. The parties will have 75 calendar days from ratification to review, approve the new collective agreement.
4. If no approval is received by the accredited union representative, within the timelines above the Association shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

Dated at Toronto this ___ day of _____, 2021.

EPSCA

OSMWRC

Letter of Understanding No. 9

Between

The Electrical Power Systems Construction Association

And The

The Built-up Roofers' Damp and Waterproofers'
Section of the Ontario Sheet Metal Workers' Conference
For Locals 30, 47, 235, 269, 397, 473,
504, 537 & 562.

RE: 6 x 3 SCHEDULE- Nuclear Only

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

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

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

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 no later than the end of the third rotation following the end of the scheduled rest rotation.

Shift changes amongst employees must be authorized by the employer.

Shift Provisions

Day Shift

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

Afternoon Shift

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

Night Shift

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

All Shifts

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

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

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

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 25 – Overtime Rates.

Dated at Toronto this ____ day of _____, 2021.

Electrical Power Systems Construction Association

The Built-up Roofers', Damp and Waterproofers' section of the Ontario Sheet Metal Workers' Conference