Contractor's Guide – Important Information when working under EPSCA/CUSW Collective Agreements

The Electrical Power System Sector (EPSS) is a sector of the construction industry involving work performed in the Province of Ontario on Hydro One property for the bulk power system, as defined in the Collective Agreement.

The information provided in this email is to provide some information on the building trade agreements (EPSCA / CUSW) and to assist contractors and subcontractors in understanding their rights, responsibilities and obligations when working in the Electrical Power Systems Sector (EPSS). This is intended to better acquaint you with some of the more significant conditions of the various Electrical Power Systems Construction Association (EPSCA) collective agreements and Canadian Union of Skilled Workers (CUSW) collective agreement.

This guide does not in any way replace the EPSCA and CUSW collective agreements referenced in the tendering document. Contractors and subcontractors are advised that adherence to all of the articles contained in the EPSCA and CUSW Collective Agreement is required.

WHAT IS EPSCA?

The Electrical Power Systems Construction Association (EPSCA) is an association of approximately 225 employers performing work in the Electrical Power Systems Sector. EPSCA has been in existence since 1971. As an employers' organization, it represents the interests of employer-members in bargaining, grievance and arbitration matters.

EPSCA negotiates collective agreements with individual Construction Trade Unions. These unions are listed below.

Individual Trade Unions
Boilermakers
Bricklayers (BACU)
Carpenters
Cement Masons
International Brotherhood of Electrical Workers (IBEW)
Insulators
Ironworkers
Labourers International Union of North America (LIUNA) – Ontario Power District Council (OPDC)
Millwrights
Operating Engineers
Painters
U.A. - Pipefitters and Plumbers Rodmen
Sheet Metal Workers and Roofers
Teamsters

Any company performing any work on site which would come within the jurisdiction of any of the Unions signatory to an EPSCA Agreement will be required to conform to, and adhere to the provisions of that Collective Agreement.

Employers (contractor(s)) employing any of the EPSCA Construction Trades listed above are required to adhere to the terms and conditions of the relevant EPSCA Agreement(s) while working on this contract.

All current EPSCA Collective Agreements are available for reference on the EPSCA website at www.epsca.org.

***NOTE**: **Canadian Union of Skilled Workers (CUSW)** is a building trade union applicable to "electrical" work (i.e. Transmission Systems agreement for Hydro One Lines, Stations and Telecom). However, CUSW is a Non-EPSCA Trade Union.*
*** for further clarification on the electrical trade jurisdiction please refer to notation below ***

LABOUR REQUIREMENTS

The foregoing information applies equally to the prime or general contractor as well as any of its subcontractors. The general or prime contractor is responsible for ensuring that its subcontractors adhere to the Labour Requirements Clause while working on any Hydro One site bound by the EPSCA agreement(s).

These documents form part of the contractor's contract with Hydro One. There is one separate document that must be signed – "*Acknowledgement of Labour Requirements*". This form is contained in the tendering document and the Contract Administrator is responsible for obtaining this from the prime contractor and subcontractor(s). Hydro One must have receipt of these prior to the commencement of work. In signing these, the contractor(s) agree to be bound by the terms and conditions of the EPSCA collective agreements.

Acknowledgement of Labour Requirements Form

By signing this document the contractor/subcontractor agrees to comply with all the terms of the Labour Requirements Clause (i.e. the EPSCA Collective Agreements and wage schedules) set out in the tendering document, and acknowledges that non-compliance may render the contract null and void. The contractor may be requested to provide evidence to Hydro One that they and any of their subcontractors are complying with the terms and conditions of the applicable Collective Agreement(s).

THE PRE-JOB/MARK-UP MEETING

Prior to work commencing, contractors and subcontractors are required to attend a pre-job/mark-up meeting convened by EPSCA normally about a month before work is expected to start. Interested unions will attend the meeting.

The purpose of this meeting is to discuss the preliminary details of the work to be performed and review the labour conditions that will apply to the specific contract, thus minimizing the potential for jurisdictional disputes.

EPSCA will hold a pre-job mark-up meeting with the Contract Administrator, the contractor and subcontractors immediately prior to the Mark-up meeting, to review the agenda, and provide all the necessary reporting forms (help requisitions, etc.).

The Prime Contractor and all subcontractor(s) are required to complete and submit their "mark-up meeting agenda(s)" after they have been awarded the contract. These must be received well in advance and prior to the pre-job mark-up meeting being scheduled. The agenda outlines the scope of work and the proposed jurisdictional assignments.

At the meeting the contractor and their subcontractor(s) will be required to describe the work they are performing and make proposed assignments of work to specific trade unions.

In addition, the contractor and/or subcontractor will be required to provide the following details at the pre-job/mark-up meeting:

- the date work is expected to commence
- the approximate duration of the job
- the hours of work
- manpower requirements including the number of key tradespersons
- the site supervisor

WORK ASSIGNMENTS AND TRADE JURISDICTION

In order to minimize the potential for jurisdictional disputes and prior to commencing work, the successful contractor must arrange, through EPSCA, a pre-job mark-up meeting. The contractor, any subcontractors, the trade union representatives, EPSCA Representative attend. At the mark-up meeting, the contractor and subcontractor(s) must outline their work program and assign each portion of the work to the appropriate union in accordance with the Work Assignment article which outlines the procedures and requirements pertaining to mark-up meetings and work assignments.

Work assignments shall be made in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

The employer who has the responsibility for the installation shall make a proposed assignment of work to a specific trade. If any union disagrees with the Contractor's proposed assignment, they have a right to submit a claim for the work at the mark-up meeting. The contractor must allow for a reasonable period of time following the meeting for the competing unions to submit written evidence to support the jurisdictional disputes they have made, before making the final assignment, to all unions who attended the mark-up meeting. Work cannot commence until the work has been marked-up and a final assignment made.

The Employer's work assignment will be based upon the jurisdiction established by written records of agreement between the International Unions claiming the work or by Decisions of Record recognized by the AFL-CIO (American Federation of Labour - Congress of Industrial Organizations).

In the event no Agreement or Decision of Record applies, the employer agrees to consider evidence of established practice within the industry when making an assignment of work.

Once the employer has made a final assignment of work, the job will commence without any interference from Unions who may dispute the work. If a union disagrees with the final assignment, it may refer the issue to binding arbitration at a Provincial Impartial Jurisdictional Disputes Board, the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry in Washington, D.C., or to the Ontario Labour Relations Board in accordance with the Collective Agreement "Jurisdictional Disputes" article. The only time a final assignment can be changed is if the disputing Unions agree or if directed to change by one of the above jurisdictional dispute panels.

This action shall in no way affect the progress of the job.

It should be noted that contractors signatory to a Crane and Equipment Rental Agreement with Local 793 of the Operating Engineers' are exempt from the terms and conditions of the EPSCA collective agreement. Therefore, if you are signatory to a Crane and Equipment Rental Agreement, the following conditions do not apply when employing Operating Engineers: employment, daily travel allowance and room and board.

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Electrical Trade Labour Requirements

The electrical trade work associated with the tendering document is covered by either the **EPSCA/IBEW collective agreement or a CUSW (Canadian Union of Skilled Workers)** collective agreement. The determination of the IBEW or the CUSW agreement is as follows:

- Employer in contractual relations with IBEW will apply the EPSCA / IBEW collective agreement.
- All other employers will apply the Hydro One / CUSW collective agreement.

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EMPLOYMENT/RECRUITMENT OBLIGATIONS

Union Security

As a condition of employment, all employees covered by EPSCA Collective Agreements shall either be members in good standing, or will apply for membership in the appropriate Union, within a specified period of time (usually within seven (7) days of employment).

Union Hall Hiring Procedures

Employment of any of the trades is required in conformance with the terms and conditions of the relevant EPSCA Collective Agreement.

This is required when requesting trades from the hall and for clearing their own employees to work on site.

The key tradespersons and staffing requirements are normally discussed at the Pre-Job/Mark-up Meeting. No employee is permitted to work on site without clearance from the appropriate union hall. Failure to obtain proper union clearance before starting work violates the collective agreement.

Employers are free to discuss employment needs with Union contacts as they see fit.

In most collective agreements, the union has the exclusive right to refer employees based on its constitution and by-laws. At the mark-up meeting a contractor may request certain individual tradespeople by name and receive clearance, depending upon the Contractor's relationship with the union, the union's constitution or the provision in the collective agreement "Employment" article.

Key Trades

There are a variety of key trades provisions in the EPSCA Collective Agreements; however, few of them provide a unilateral right to bring currently employed employees to an EPSCA jobsite.

In most cases key trades must be the subject of mutual agreement between the various unions and the employer. This item is tabled and discussed at the Prejob/Mark-up Meeting.

Foreperson

Forepersons are covered by the EPSCA Collective Agreement (CUSW agreement) and as such must be members in good standing of the appropriate construction trade union. Under specific conditions (i.e. crew size), a foreperson can work with the tools of the trade.

Terms and conditions governing forepersons appear in the relevant article of each Collective Agreement.

HOURS OF WORK

Hours of work are outlined in the appropriate Collective Agreement for the class and character of the work performed and will be identified at the Pre-job/Mark-up meeting.

The normal hours of work are 40 hours per week, with the employer having the discretion to implement either four (4) days per week at ten (10) hours per day (4x10's) or five (5) days per week at eight (8) hours per day (5x8's). The "tendering authority" often determines the hours of work for the project/work site. Changes to the normal established hours of work must be processed with certain time limits with respect to advance notice, and duration of work and require the agreement of the affected trade unions. Refer to the relevant article in each collective agreement.

All work performed outside the normal hours of work shall be paid at the appropriate premium rates.

EPSCA WAGE SCHEDULES

The tendering document contains copies of wage schedules for the class, character and geographic area applicable to the contract. Employers are required to adhere to these schedules. Failure to do so is a violation of the Labour Requirements Clause and the Collective Agreements. If the tendering document does not contain a wage rate for a trade classification required, the Contractor shall request the EPSCA Representative for a wage rate, and the wage rate specified shall apply.

Amended wage schedules will be issued to the Prime Contractor for implementation and the Prime Contractor is to ensure they are sent to their subcontractor(s). Contractors are not entitled to payment or reimbursement from Hydro One for any increases resulting from any changes.

The contractor(s) must contact the union and the union will supply the administrative material required. EPSCA/Hydro One does not monitor remittances to these funds.

All current EPSCA wage schedules, together with the EPSCA Collective Agreements, are currently available on the EPSCA website at www.epsca.org.

DAILY TRAVEL ALLOWANCE ROOM & BOARD

The tendering documents for EPSCA contracts directs the contractor to include costs of Travel Allowance, Room and Board Allowance, and Initial and Return Travel Allowance when preparing contract bids. The costs of these items are **not** reimbursed by Hydro One. However, certain procedures must be carefully followed.

As of April 30, 2020, allowances are based on road driven kilometers*** from the employee's regular residence or where the employee lives to the job site or assembly point.

EPSCA agreements with the building trades detail various conditions related to daily travel and room and board allowances. These allowances are based on a tradesperson's entitlements as per the applicable trade agreement. For example, Hydro One Lines and Stations daily travel and board allowance rates.

Contractors must ensure that all tradespersons complete an application for Daily Travel/Room and Board Allowance immediately upon commencing work.
A contractor employing EPSCA trades should have an employee prove that he or she is entitled to receive an allowance and therefore must attach certain documents to their application. The "Documentation Required for Approval of Allowance" handout states what Hydro One accepts for approval from EPSCA/CUSW direct hires and is attached for your reference.

***NOTE*:**

- Room and Board Allowance is only payable to employees who maintain a house, apartment or permanently located house trailer. Board Allowance is not payable on the basis of a boarding house arrangement. For example, an employee living with his/her parents, or other situations where a self-contained domestic establishment is not maintained.

- EPSCA trades people may be entitled to either board or travel allowance, not both, if applicable.

- IBEW, CUSW and Boilermaker and the LIUNA OPDC Collective Agreements contain provisions for the payment of Room and Board Allowance/Travel Allowance for the first two pay periods.

Daily travel and room and board allowance: All EPSCA/CUSW contracts are **FIRM BID** which means any allowance for daily travel, subsistence or travel and transportation as detailed in the relevant Articles for any EPSCA or CUSW Agreement will not be reimbursed by Hydro One. However, it is still the Contractor's responsibility to pay their employees their appropriate daily travel / board allowance rate as stipulated in the various EPSCA/CUSW collective agreements.

TRAVEL & TRANSPORTATION (INITIAL & RETURN TRAVEL ALLOWANCE)

Contractors are advised that the various EPSCA Collective Agreements contain provisions relating to the payment of Initial and Return Travel Allowance.

Allowances are based on road driven kilometres*** from where the employee lives, regular residence, or Union hiring hall, to the job site or assembly point.

Contractors are required to pay the appropriate amount to EPSCA trades as indicated in the various collective agreements.

To be eligible for initial and return travel allowance the employee must be available for work for a minimum of fifteen (15) working days (except thirty (30) days employment for Ironworkers) or the duration of the job whichever is less. **An employee who terminates for any reason other than reduction of staff is not eligible for return travel allowance.**

*** *Effective April 30, 2020 electronic measurement tool - refer to email communication from EPSCA dated April 3, 2020 and April 29, 2020 for Hydro One sites only – refer to each specific EPSCA collective agreement for details on the Electronic Travel and Room and Board Measurement documents. The EPSCA website (www.EPSCA.org) has a Travel Tool that must be used Google Maps when calculating Travel and Room and Board and Travel and Transportation.*

VACATION AND STATUTORY HOLIDAY PAY

A) For MILLWRIGHTS Only

Employers that employ **Millwrights** must remit Vacation and Statutory Holiday Pay (as is found on the wage schedules) to the administrator of the Millwright Benefit Plan Trust Fund / Vacation Pay and Statutory Holiday Pay Trust Fund.

The administrator of the Trust Fund will forward Millwright Benefit Plan Trust Fund forms to each employer.

B) For ALL Other Construction Trades

Contractors employing the trades listed below make Vacation Pay and Statutory Holiday Pay payments as designated in the respective Collective Agreements (10% of their base hourly rate put directly on their pay cheque/direct deposit each week).

Boilermakers	Plumbers & Pipefitters
Bricklayers	Carpenters
Cement Masons	Insulators
Ironworkers	Rodmen
Sheet Metal Workers	Roofers
Operating Engineers	Teamsters
Labourers – International	Painters

International Brotherhood of Electrical Workers (IBEW)

NOTE: This includes employees of CUSW as indicated on the wage schedule.

EPSCA ASSOCIATION FUND (30 Cents per Hour Worked)

All contractors and subcontractors are required to contribute to the EPSCA Association Fund. The money collected in this fund is used to administer EPSCA. As a result, employers will have access to labour relations services and representation, if required in the areas of collective bargaining, collective agreement administration and grievance management. However, with respect to the responsibility for legal costs, contractors will be responsible for their own labour relations legal fees, as it is no longer the practice for labour relations associations to pay legal fees for their members.

Contractors and subcontractors are required to remit into the fund, on a monthly basis, a fixed cent per hour worked amount for all EPSCA Construction Tradespersons as noted on the wage schedules, and remittance form. The Employer will calculate the total hours worked by the EPSCA tradespersons each month, including overtime. The accumulated hours, along with the cheque for total contributions, must be forwarded to the EPSCA Administrator by the 15th of the month, following the month in which the hours are accumulated. Acknowledgement of payment received, and a form for remitting into the fund the following month will be sent to the employer by the fund Administrator.

Of the $0.30 per hour worked, EPSCA provides a $0.02 employer contribution to the DeNovo Treatment Center (DeNovo) for all contributed hours. DeNovo is an alcohol and drug treatment service operated as a partnership between management and unionized members of Ontario Construction trades. EPSCA is committed to ensuring the ongoing viability of this service to our industry and within the Electrical Power Systems Sector.

A copy of the "*EPSCA Association Fund Employer Contribution Report"* form is contained in this package. The "*EPSCA Association Fund Employer Contribution Report*" should be completed and a cheque submitted to the EPSCA Association Fund Administrator:

190 Attwell Drive, Suite 580
Etobicoke, ON M9W 6H8
Phone: (416) 213-0266 Fax: (416) 213-0262

Failure to remit monies on behalf of EPSCA tradespeople will result in a delay of final payment, holdback monies.

NOTE: Contractor's that employ Canadian Union of Skilled Workers (CUSW) are not required to remit into the EPSCA Association Fund.

RELEASE OF FINAL HOLDBACK

Release of holdback monies can be processed, once it has been approved by EPSCA.

The contract is cleared and release of holdback will be assured, if proper remittances have been made by the prime contractor and their subcontractors to the association, vacation pay and statutory holiday pay, funds (for Millwrights only), and work has been performed in compliance with the contract and EPSCA Collective Agreements.

No payment of final holdback should be made until approval from EPSCA has been received.

A) On completion of a contract, the Contract Administrator will issue a "Contract Completion Notice" to establish the contract completion date. Copies are forwarded to accounts payable and the EPSCA Representative.

B) To facilitate the paying of the holdback to the contractor, the contractor should complete the attached "*Contractor/Subcontractor Summary*" form and submit accordingly.

C) The contractor is also responsible for submitting a worker's compensation clearance to accounts payable.

D) On receipt of completion notice, the contractor can then submit an invoice covering the 10% holdback.

HYDRO ONE'S CODE OF BUSINESS CONDUCT AND CORPORATE POLICY ON HUMAN RIGHTS

Hydro One observes and upholds the Ontario Human Rights Code. Employees working on our sites have a right to freedom from harassment, including sexual harassment in the workplace. Hydro One seeks the co-operation from all of its contractors with respect to this policy.

CONTRACTOR SAFETY

All contractors and their employees working for Hydro One must comply with the safety standards specified in the tendering document, and with all relevant legislation.

BENEFITS

The EPSCA Collective Agreements and Wage Schedules indicate benefit payments for which the Employer is responsible. It is your responsibility to contact the Union and the Union will supply the Employer with administrative material required for the payment of such benefits.

OUTLINE OF A PRE-JOB MARK-UP MEETING

1. Chairperson (EPSCA Representative) - Introduction of those in attendance.

2. Prime Contractor, and any Sub-Contractors performing work, provide the following information to the EPSCA Representative prior to the pre-job mark-up meeting in preparation for the meeting.

   Work Program
   a) Starting Date of Contract
   b) Completion Date of Contract
   c) Sub-Contractors (Contractor provide list of any/all subcontractors and addresses - subcontractor work to be marked-up in accordance with the contract)
   d) Complete description of the scope of work.

   Hours of Work
   a) 40 hour work week consisting of either:
      - 5 days at 8 hours per day
      - 4 days at 10 hours per day
        - (Monday - Thursday) or (Tuesday - Friday)
   b) Start time
   c) Exceptions – as indicated on EPSCA exception wage schedules (i.e. selective clearing, paving)

   Jurisdictional Assignments of Work
   a) A proposed trade work assignment of each portion of the work to be performed. Contractor must go through each portion of the work and identify the trades you propose to use to perform the work.

   Manpower
   a) Approximate requirements for each trade
   b) Key Tradespeople - Contractor/Sub-Contractor provides the name of any Union tradespersons they wish to clear through the local unions. Also, they will provide names of any key trades employed who will perform specialist work, etc. in accordance with the applicable "Employment"/key trades Article of the Collective Agreement
   c) Name of Contractor's Site Supervisor.

3. Chair (EPSCA Rep) provides the Unions in attendance with opportunity to ask questions, clarify details, and obtain additional information regarding work.

4. Union Representatives make claims to any work they feel falls within their jurisdiction.

5. The dates for unions to provide evidence and when the applicable contractor has until to determine the final assignment will be decided at this meeting.