FORM 1
Labour Requirements Package

The Labour Documents contained within this package are to alert contractors and sub-contractors to their responsibilities and obligations while working in the Electrical Power Systems Sector (EPSS).

Some of these documents will help prepare the contractors and raise awareness to some of the more significant conditions of the various Electrical Power Systems Construction Association (EPSCA) collective agreements. Contractors and subcontractors are advised that adherence to all of the articles contained within the EPSCA Collective Agreements is required while preforming under a Form 1 Contract.

We ask that you refer to the EPSCA collective agreements and wage schedules as outlined on the *Notification and Determination* form attached to this package contained within the tendering document. Copies of the current EPSCA collective agreements and wage schedules can be found on the EPSCA website at www.epsca.org.

The documents and forms contained in this package are as follows:

- Labour Requirements Clause – Form 1
- Acknowledgement of Labour Requirements and sign-off
- Notice to Bidder
- Electrical Trade Labour Requirements
- Schedules I, II, and III for Labour Requirements – Form 1
- Rental of Cranes
- ICI Construction Work and sign-off
- EPSCA Association Fund and remittance form
- Off-site Haulage of Excavated Material

EPSCA Office
190 Attwell Drive, Suite 580
Etobicoke, Ontario M9W 6H8

Workforce Acquisition Department
800 Brock Road
Pickering, Ontario L1W 1Z8

Revised June 15, 2011
(Supersedes Clause dated August 1, 2010)

LABOUR REQUIREMENTS CLAUSE – FORM 1

A For the purpose of this Labour Requirements Clause, the following definitions shall apply:

1. **"Company"** shall mean any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or person contracting to do the whole or any part of the work contemplated by this tendering document or contract, as the case may be, at the site described in this tendering document or contract, as the case may be.

2. **"EPSCA Agreement"** shall mean any collective agreement in existence now or in the future between The Electrical Power Systems Construction Association and any Trade Union. The following trades are covered under EPSCA:

- Boilermakers
- Bricklayers
- Carpenters
- Cement Masons
- International Brotherhood of Electrical Workers – Transmission Systems
- Insulators
- Ironworkers
- Labourers (LIUNA OPDC) – Transmission Systmes
- Millwrights
- Operating Engineers
- Painters
- Pipefitters and Plumbers (U.A.)
- Plasters
- Rodmen
- Roofers
- Sheet Metal Workers
- Teamsters

3. **"CUSW Agreement"** shall mean the collective agreement in existence now or in the future between the Canadian Union of Skilled Workers and Hydro One or any other relevant CUSW agreement.

4. **"Work on Site"** shall mean work performed by any Company for Hydro One in the Province of Ontario on property acquired by Hydro One for:

(a) the construction of transformation and distribution facilities, or extra high voltage, high voltage or distribution lines, or microwave and repeater stations;
(b) the supply of aggregate and concrete used in the construction of said facilities; and
(c) ancillary material yards.

hydro one

LABOUR REQUIREMENTS CLAUSE – FORM 1

B Any Company performing any non-electrical Work on Site which would come within the jurisdiction of any of the Unions that are signatory to an EPSCA Agreement shall be required to conform to and adhere to the provisions of that EPSCA Agreement. If the EPSCA Agreement does not contain a wage rate for a trade classification required by any such Company, it shall request Hydro One's Manager of Workforce Acquisition Department, or his designate, for a wage rate and the wage rate so specified shall apply.

C Any Company performing any electrical Work on Site which would come within the jurisdiction of either the Canadian Union of Skilled Workers (CUSW) or the International Brotherhood of Electrical Workers (IBEW) shall be required to conform and adhere to either the relevant CUSW agreement or the EPSCA/IBEW Transmission Systems agreement. Contact Hydro One's Manager of Workforce Acquisition Department, or his designate, to determine the applicable collective agreement.

D For the purpose of adjustment by Hydro One of the labour costs of a directly contracted Company, the costs of any Company falling within the provisions of paragraphs B or C of this Labour Requirements Clause which has tendered to Hydro One with respect to this contract and which has entered into a direct contract with Hydro One as a result of its tender being accepted by Hydro One, shall be based upon rates of wages and working conditions specified or incorporated by reference in the EPSCA Agreements or CUSW Agreement. If EPSCA Agreements or the CUSW Agreement are added to Schedule I attached hereto or if changes are negotiated for any of the Articles of the said Agreements now or subsequently listed in Schedule I, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Hydro One, such Company shall, unless the contract is based upon a firm price for the work, either be reimbursed by Hydro One for any increases or shall pay to Hydro One any decreases or savings arising from any such addition or negotiated change. The amounts of any such increases or decreases in such Company's costs resulting directly from such an addition or negotiated change shall be in accordance with the applicable Clause of these tendering documents. Any such Company shall give Hydro One's auditors full access to all Company records considered by the auditors to be necessary for the purpose of determining the accuracy of any amounts contemplated by this Paragraph. Failing such access and such verification, Hydro One shall have no liability to pay any amounts under this Paragraph. **Such Company shall include in its bid any allowance for daily travel, subsistence or travel and transportation as provided for in the relevant Articles of any EPSCA or CUSW Agreement.***

***EXCEPTION** – *An Employer is required to maintain the payment of subsistence allowance to employees on stand-off (as determined by the collective agreement language), these payments will not be reimbursed by Hydro One.*

LABOUR REQUIREMENTS CLAUSE – FORM 1

E Any Company performing any Work on Site which would come within the jurisdiction of any trade union that is signatory to a collective agreement with Hydro One (other than an EPSCA or CUSW) shall, as a minimum, be required to conform to and adhere to those provisions set out in Schedule II attached hereto. If Schedule II does not contain a wage rate, overtime rate, shift differential rate or other information for a trade classification required by any such Company, it will request the Manager of Hydro One's Workforce Acquisition Department, or his designate, for such rates and the rates so specified in writing shall apply. If changes are required by Hydro One in any of the provisions contained in Schedule II, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Hydro One, Hydro One shall reimburse such Company in accordance with the applicable Clause of these tendering documents, unless the contract is based upon a firm price for the work.

F Any Company performing any Work on Site which is not covered by either paragraph B, C or E hereof, shall be required to pay all employees who perform such Work on Site as follows:

(i) wage rates as are established by representative collective agreements existing with contractors working in the municipality or district concerned which are appropriate for the classifications and kind of labour employed, and such revisions to the wage rates of the aforesaid collective agreements as may result from collective bargaining during the term of this contract;

(ii) if no such collective agreements are in force, the rates currently paid to competent workmen in appropriate classifications in the municipality or district;

(iii) if no such collective agreements are in force, and no current rate is established, a fair and reasonable rate.

G Any Company performing any Work on Site shall conform to such working conditions and administrative practices as are required by Hydro One from time to time at the work site.

H Hydro One may revise rates, schedules, working conditions and/or administrative practices during the term of this contract and any Company performing any Work on Site shall be required to conform to and adhere to any such revision or revisions.

LABOUR REQUIREMENTS CLAUSE – FORM 1

I Unless otherwise specified herein, no Company shall be entitled to payment or reimbursement for any increases resulting from any changes, revisions and/or additions or deletions in any rates, schedules, working conditions and/or administrative practices nor for payment or reimbursement for any resultant increases in Workmen's Compensation assessments, Unemployment Insurance payments and/or vacation pay nor for payment or reimbursement for any other increase of any sort or type in any other matter.

J If any Company subcontracts to any other Company any part of the Work on Site contemplated by this contract, it shall require any such Company to conform to and adhere to all terms and conditions contained in this Labour Requirements Clause and all such subcontracts shall incorporate all terms and conditions contained in this Labour Requirements Clause.

K The Company shall specify to Hydro One that portion of the Work on Site that will be subcontracted and shall submit prior to the subcontractor's commencement of work the name of any Company that will be engaged to perform such Work on Site together with the amount and kind of work each will perform. No work shall be subcontracted by the Company until Hydro One is informed of and approves the portion of the work to be subcontracted and the Company receiving the subcontract. Upon written request Hydro One may, in exceptional circumstances, grant written approval to the Company to change any of the subcontractor companies named or the amount and kind of work to be performed by each or to let additional subcontracts.

L Any Company tendering with respect to this contract or any Company performing any Work on Site contemplated by this contract may consult with Hydro One's Manager of Workforce Acquisition Department or his designate with respect to rates, schedules, working conditions and/or administrative practices which may be applicable to this contract. Any information given by Hydro One shall in no way obligate Hydro One with respect to any matter nor shall it in any way relieve any Company of its responsibility for determining any matter upon which to base its tender.

M Hydro One's Manager of the Workforce Acquisition Department, or his designate, may call meetings with respect to rates, schedules, working conditions and/or administrative practices or for discussion and clarification of any problem involving labour relations. Any Company tendering with respect to this contract and any Company performing any Work on Site contemplated by this contract shall attend such meetings when requested by Hydro One.

N Hydro One may require from time to time any Company tendering with respect to this contract to supply Hydro One forthwith with any and all collective agreements that it or any of its subcontractor Companies may have covering the area where the work is to be performed.

LABOUR REQUIREMENTS CLAUSE – FORM 1

O Any Company contracting or contracted to perform any Work on Site contemplated by this contract shall give to Hydro One immediately upon request evidence satisfactory to Hydro One of such Company's compliance with any or all of the terms and conditions contained in this Labour Requirements Clause. Failure to do so, or failure to comply with any of the terms and conditions contained in this Labour Requirements Clause shall, at the option of Hydro One, render this contract or such part of it as is determined by Hydro One, null and void upon notification in writing to the defaulting Company by Hydro One.

Revised: February 26, 2014
(Supersedes Documentation Dated: November 23, 2006)

LABOUR REQUIREMENTS DOCUMENTATION

ATTENTION - IMPORTANT

Executing Acknowledgement of Labour Requirements

As an integral part of the execution of the contract, the successful tenderer will be required to execute the following form, a copy of which is included in the tendering document:

Acknowledgement of Labour Requirements

The executed Acknowledgement of Labour Requirements form must be duly executed and returned with your Tender submission.

Revised: February 26, 2014
(Supersedes Documentation Dated: November 23, 2006)

ACKNOWLEDGEMENT OF LABOUR REQUIREMENTS

_____
(Name of Company)

(hereinafter called the "Company")

acknowledges and agrees that should its tender with respect to:

_____
(Work Location)

_____
(Scope of Work)

_____
(RFQ #, RFP #, PO #, etc)

be accepted by Hydro One:

(a) the contract with Hydro One resulting from that acceptance shall include all the terms and conditions of the Labour Requirements Clause set out in the tendering documents,

(b) all the terms and conditions of the Labour Requirements Clause shall form part of any subcontract which the Company enters into for the performance of any work covered by such contract with Hydro One;

(c) failure by the Company or any of its subcontractors to comply with any of the terms and conditions contained in the Labour Requirements Clause shall, at the option of Hydro One, render such contract or any such subcontract, or any part of such contract or any such subcontract as determined by Hydro One, null and void.

The Company shall give to Hydro One upon request evidence satisfactory to Hydro One that it and any of its subcontractors are complying with the terms and conditions of the Labour Requirements Clause. It is understood that this Acknowledgement of Labour Requirements shall form part of the Company's contract with Hydro One if its tender is accepted.

SIGNED, SEALED and DATED at _____ this _____ day of _____, _____.

(seal)

_____
Employer Signature
I have authority to bind the corporation.

Revised August 1, 2010

NOTICE TO BIDDER

APPLICABLE TO
LABOUR REQUIREMENTS CLAUSE
FORM 1 — CONSTRUCTION

There is a contractual requirement for the successful contractor to hold a mark-up meeting with any interested unions prior to the commencement of work.

It is important that you inform the appropriate EPSCA Representative of the contract particulars at the time an award is made by providing a completed mark-up meeting agenda and a signed copy of the "*Acknowledgement for Labour Requirements*" form. If you will be using any subcontractor that will be performing building trades work, they are also required to complete the mark-up meeting agenda and "*Acknowledgement of Labour Requirements*" form. The EPSCA Representative will then arrange the mark-up meeting with the contractor and the unions.

Revised August 1, 2010
(Supersedes Clause dated November 8, 1999)

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ELECTRICAL TRADE LABOUR REQUIREMENTS

The electrical trade work covered by this tender document is covered by either the EPSCA/IBEW collective agreement or a CUSW (Canadian Union of Skilled Workers) collective agreement as follows:

- Employers in contractual relations with IBEW will apply the EPSCA / IBEW Transmission System collective agreement.

- All other employers will apply either the Hydro One / CUSW Transmission System collective agreement or another relevant CUSW collective agreement that contains as a minimum standard, the hours of work, wages, benefits, travel, room and board as outlined in the Hydro One/CUSW collective agreement.

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE – Form 1

Schedule I – *Work which can be described as coming within the trade jurisdiction of these unions:*

(i) ***EPSCA Agreement with International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of America***

List of Articles as follows:
- Wages
- Vacation and Recognized Holiday Pay
- Call-In Pay
- Reporting Pay
- Inclement Weather Pay
- Overtime Rates
- Shift Differential
- Benefits
- Apprenticeship and Training Programs

(ii) ***EPSCA Agreement with International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen on behalf of the Marble, Tile, Terrazzo, Resilient Floor Layers and their Helpers***

List of Articles as follows:
- Wages
- Vacation and Recognized Holiday Pay
- Overtime Rates
- Reporting Time
- Benefits
- Apprenticeship and Training Program

(iii) ***EPSCA Agreement with the United Brotherhood of Carpenters and Joiners of America***

List of Articles as follows:
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Premiums
- Apprenticeship and Training Programs

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE – Form 1

(iv) **Electrical**

(a) Hydro One Agreement with Canadian Union of Skilled Workers
(b) EPSCA Agreement with IEW Electrical Power Systems Construction Council of Ontario for Transmission Systems Construction

List of Articles as follows:

Wages
Vacation and Recognized Holiday Pay
Union and Benefit Funds
Reporting Pay
Call-In Pay
Inclement Weather Pay
Overtime Rates
Shift Differential

(v) ***EPSCA Agreement with International Association of Heat and Frost Insulators and Asbestos Workers***

List of Articles as follows:

Wages
Shift Differential Rate
Overtime Rate
Benefits
Inclement Weather Pay
Premiums
Apprenticeship and Training Programs

(vi) ***EPSCA Agreement with the International Association of Bridge, Structural and Ornamental Iron Workers***

List of Articles as follows:

Wages
Vacation and Recognized Holiday Pay
Welfare, Pension and Savings Plans
Ironworker Trade Improvement Plan
Reporting Pay
Call-In Pay
Overtime Rates
Shift Differential

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS
CLAUSE – Form 1

(vii) **Labourers**

(a) EPSCA Agreement with Labourers International Union of North America Ontario Provincial District Council

List of Articles as follows:
- Wages
- Vacation and Recognized Holiday Pay
- Union and Benefit Funds
- Reporting Pay
- Call-In Pay
- Inclement Weather Pay
- Overtime Rates
- Shift Differential

(viii) ***EPSCA Agreement with the United Brotherhood of Carpenters and Joiners of America – Millwright***

List of Articles as follows:
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Apprenticeship and Training Programs

(ix) ***EPSCA Agreement with the International Union of Operating Engineers***

List of Articles as follows:
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Apprenticeship and Training Programs

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE – Form 1

(x) ***EPSCA Agreement with International Brotherhood of Painters and Allied Trades***

List of Articles as follows:
- Vacation pay
- Statutory Holidays
- Call-In Pay
- Reporting Pay
- Lines and Stations Construction Daily Travel Time
- Rest Period
- Meals on Unscheduled Overtime
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Premiums
- Apprenticeship and Training Programs

(xi) ***EPSCA Agreement with United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada***

List of Articles as follows:
- Wages
- Vacation and Recognized Holiday Pay
- Benefits
- Apprenticeship and Training Programs
- Reporting Pay
- Call-In Pay
- Inclement Weather Pay
- Overtime Rates
- Shift Differential

(xii) ***EPSCA Agreement with Operative Plasterers' and Cement Masons' International Association of the United States Canada***

List of Articles as follows:
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Premiums
- Apprenticeship and Training Programs

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE – Form 1

(xiii) ***EPSCA Agreement with the International Association of Bridge, Structural and Ornamental Iron Workers on behalf of Reinforcing Rodmen***

List of Articles as follows:
- Wages
- Vacation and Recognized Holiday Pay
- Welfare, Pension and Savings Plans
- Ironworker Trade Improvement Plan
- Reporting Pay
- Call-In Pay
- Overtime Rates
- Shift Differential

(xiv) ***EPSCA Agreement with the Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers Conference***

List of Articles as follows:
- Wages
- Vacation Pay
- Premium
- Benefits and Union Funds
- Reporting Pay
- Inclement Weather Pay
- Call-In Pay
- Overtime Rates
- Shift Differential

(xv) ***EPSCA Agreement with Ontario Sheet Metal Workers' Conference***

List of Articles as follows:
- Wages
- Vacation Pay and Holiday Pay
- Benefits
- Reporting Pay
- Inclement Weather Pay
- Call-in Pay
- Overtime Rates
- Shift Differential
- Association Fund

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE – Form 1

(xvi) ***EPSCA Agreement with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Appendix***

List of Articles as follows:
- Vacation pay
- Statutory Holidays
- Call-In Pay
- Reporting Pay
- Lines and Stations Construction Daily Travel Time
- Rest Period
- Meals on Unscheduled Overtime
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay

(xvii) **Master Portion* and Foreman's Appendix* dated January 28, 1999 to be used in the interim for the Cement Masons as the revised agreements for this trade has not yet been issued.**

Master Portion of Collective Agreement -*
- Vacation pay
- Statutory Holidays
- Call-In Pay
- Reporting Pay
- Lines and Stations Construction Daily Travel Time
- Rest Period

Foreman Appendix -*
- Wages
- Benefits
- Apprenticeship and Training Programs

Operative Plasterers' and Cement Masons' International Association of the United States Canada
- Wages
- Shift Differential Rate
- Overtime Rate
- Benefits
- Inclement Weather Pay
- Premiums
- Apprenticeship and Training Programs

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SCHEDULES I, II AND III
FOR LABOUR REQUIREMENTS CLAUSE - Form 1

2. **Schedule II** – *Work which can be described as coming within the trade jurisdiction of this union:*

At present there are no unions in this category.

3. **Schedule III** – *Work which cannot be described as coming within the trade jurisdiction of any of the unions listed in Schedules I or II.*

At present there are no unions in this category.

Revised August 1, 2010
(Supersedes Clause dated April 12, 2007)

hydro one

NOTICE TO ALL TENDERERS –

RENTAL OF CRANES

On the condition that the scope of this tender is limited to work which can be described as coming within the trade jurisdiction of the International Union of Operating Engineers, all tenderers should pay special attention to the following:

> A collective agreement has been negotiated between The Electrical Power Systems Construction Association (EPSCA) and the International Union of Operating Engineers establishing rates of pay and working conditions for work in the electrical power systems sector of the construction industry.
>
> The International Union of Operating Engineers is thereby bound by the terms and conditions of the EPSCA Collective Agreement. Contractors submitting tenders are required to base the field labour portion of their tendered prices on the terms and conditions of the EPSCA Collective Agreement. A copy of the EPSCA Collective Agreement can be obtained from the Electrical Power Systems Construction Association at 800 Brock Road South, Pickering, Ontario L1V 2R7. [Telephone: 1-866-929-3646].

ATTENTION – IMPORTANT

Notwithstanding anything set out above, work coming within the trade jurisdiction of the International Union of Operating Engineers Local 793 as that jurisdiction relates to Crane and Equipment Rentals shall not be subject to the provisions of the EPSCA Collective Agreement, if the Employer of employees performing work within such jurisdiction is a party to a collective agreement with the International Union of Operating Engineers local 793 with respect to Crane and Equipment Rentals.

MEMORANDUM

TO ALL HYDRO ONE PURCHASERS/TENDERERS/PROJECT MANAGERS

ICI CONSTRUCTION WORK

RE: Hydro One ICI Certifications – Labourer and Pipefitter/Plumber

NOTE: Construction work that, in the past, has been carried out either by the PWU pursuant to the PWU collective agreement or construction work pursuant to the EPSCA collective agreements is not affected by these certifications as there are exclusions for the construction work covered by these collective agreements.

Hydro One is certified within the Industrial, Commercial and Institutional ('ICI') sector of the construction industry for all Labourer and Pipefitter/Plumber construction work.

The certifications by these trades mean that all construction Labourer and Pipefitter/Plumber work performed in the ICI construction sector within the Province of Ontario must be carried out by unionized Labourers and Pipefitter/Plumbers pursuant to the provincial ICI collective agreements. In the case of the Pipefitters /Plumbers, the collective agreement is known as the Ontario Provincial Collective Agreement between the Mechanical Contractors Association – Ontario and the Ontario Pipe Trades Council; the current agreement covers the period from May 1, 2019 to April 30, 2022. The provincial agreement for Labourers is known as the Provincial Collective Agreement – Master Portion between the Ontario General Contractors Association and the Labourers International Union of North America – Ontario Provincial District Council. The master portion is dated May 1, 2019 to April 30, 2022.

RE: Hydro One ICI Certifications – Labourer

The contractor shall act as HONI's designated representative to attend at a job conference meeting if requested by HONI within the time frames set out in Article 6.01 under the Labourers' ICI collective agreement. The contractor has no authority to bind HONI to any agreement with any party including but not limited to the Labourers. Within five working days, the contractor will advise HONI of the content of the meeting in writing including any claimed violations of the collective agreement and/or requests for information or other actions made by any party in relation to HONI.

Hydro One has not been certified in the ICI by any other construction trades.

EPSCA ASSOCIATION FUND (30 Cents per Hour Worked) ~Employer Contribution~

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

- All invoicing must contain reference to contributions into the EPSCA Association and official receipts from EPSCA that the contributions have been made.
- Failure to remit monies on behalf of EPSCA tradespeople will result in a delay of final payment, holdback monies.
- ALL necessary documentation must be sent as outlined in the tendering package (Contract Administrator) for approval in order for Accounts Payable to process.

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

EPSCA ASSOCIATION FUND

Employer Contribution Report

All dues are required to reach the EPSCA office by the 15th of the following month

Fees submitted for the month of: _____

Employer: _____

_____

Submitted by: (name and email) _____

1. TOTAL HOURS WORKED – **these hours MUST be entered into the boxes below (these are hours for all EPSCA trades employed during the contribution month)**

ONTARIO POWER GENERATION (OPG)		HYDRO ONE	X	BRUCE POWER		OTHER (Specify Hours & Site)	

For **OPG** and **HYDRO ONE** sites, please indicate the name(s) of the site(s) at which you worked during the contribution month.

OPG SITES

___ Atikokan ___ Lennox ___ Darlington

___ Lakeview ___ Nanticoke ___ Pickering

___ Lambton ___ Thunder Bay

___ Western Waste Mgt Facility (Bruce Site)

___ Other _____

HYDRO ONE SITES

_____

_____

_____

_____

_____

2. PLEASE FILL IN THE TOTAL HOURS WORKED IN THE SPACE PROVIDED FOR ALL EPSCA TRADES EMPLOYED DURING THE CONTRIBUTION MONTH:

_____ BOILERMAKER	_____ INSULATOR	_____ OPERATING ENGINEER	_____ RODMAN
_____ BRICKLAYERS	_____ IRON WORKER	_____ PAINTER	_____ ROOFER
_____ CARPENTER	_____ LABOURER	_____ PLASTERER	_____ SHEET METAL WORKER
_____ CEMENT MASON	_____ MILLWRIGHT	_____ PLUMBER/PIPEFITTER	_____ TEAMSTER
_____ ELECTRICAL WORKER			_____ TILE & TERRAZZO

3. TOTAL HOURS REPORTED		ASSOCIATION FUND CONTRIBUTION		13% HST		TOTAL CONTRIBUTION
_____	X .30¢ =	_____	+	_____	=	_____

CHECK ONE OF THE FOLLOWING IF APPLICABLE

☐ Did not employ EPSCA Trades during the contribution month

☐ Finished contract / subcontract during the contribution month; Please specify completion date: _____

4. PLEASE COMPLETE THIS FORM AND RETURN WITH YOUR CHEQUE MADE PAYABLE TO ***EPSCA ASSOCIATION FUND*** TO:

EPSCA ASSOCIATION FUND
190 Attwell Drive. Suite 580
Etobicoke, ON M9W 6H8

PLEASE NOTE: THE EPSCA FUNDS INCLUDE A $0.02 EMPLOYER CONTRIBUTION TO THE DENOVO FUND ON HOURS WORKED

FOR FURTHER INFORMATION, CONTACT THE EPSCA OFFICE (Val DiFrancesco) at 416-213-0266 OR Kim Stec at kstec@epsca.org

HST Reg #845494111

Effective: April 1, 2017

LETTER OF UNDERSTANDING NO. 5

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

Re: Off-site Haulage of Excavated Material

For work in excess of twenty (20 hours), when utilizing leased or hired dump trucks to remove excavated material* to a location off-site, only the following terms and conditions shall apply:

1. With respect to Hydro One, mark-up meetings to pre clear contractors shall be held at least annually.
2. With respect to OPG and Bruce Power construction projects, this type of work will be included in the mark-up process.
3. For work not covered by the processed in #1 and #2 above, the local union will be notified.

The following minimum rates will apply to the truck and driver:

- $75.00/hr**- North of French River
- $85.00/hr**- South of French River
- $95.00/hr**- GTA (Toronto and regional municipalities of Durham, Halton, Peel, York)
- $ 5.00/hr premium for tri-axle

Effective May 1, 2018, the above minimum rates will increase to:

- $77.00/hr ** – North of the French River
- $87.00/hr** - South of French River
- $97.00/hr** - GTA (Toronto and regional municipalities of Durham, Halton, Peel, York)
- $5.00/hr** premium for tri-axle"

*Excavated material shall mean non-contaminated, below grade excavated material which is removed in conjunction with site prep/removal. It does not include any material removed in conjunction with demolition.

** Minus dues

Implementation: The above will apply to all contracts issued after January 1, 2011 or two (2) months after ratification, whichever occurs later. This LOU resolves all outstanding grievances at all EPSCA sites concerning off-site hauling. Legal counsel will finalize this commitment.