PRINCIPAL AGREEMENT

for

Generation Projects Construction

in the

Electrical Power Systems Sector

made and entered into

between

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

and

THE IBEW
ELECTRICAL POWER COUNCIL OF ONTARIO
representing the following affiliated Local Unions
105, 115, 120, 303, 353, 402, 530, 586,
773, 804, , 1687,
(hereinafter called the "Union")

May 1, 2015 - April 30, 2020

EPSCA / IBEW ELECTRICAL POWER COUNCIL OF ONTARIO
GENERATION PROJECTS
COLLECTIVE AGREEMENT

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SECTION 1 PREAMBLE

100
Witnesseth

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

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

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

SECTION 2 SCOPE OF AGREEMENT

200
Recognition

A. (i) EPSCA recognizes the Union as the exclusive collective bargaining agency for a bargaining unit as defined in Section 200 A (ii) engaged in construction industry work performed on Ontario Power Generation Inc. (OPGI) and Bruce Power LP facilities.

(ii) The bargaining unit shall comprise the classifications of electrician journeyman (including foreman and subforeman), electrician welder, electrician apprentice, communications electrician, Lineman and Apprentice Lineman. If additional classifications are required, they will be negotiated as appropriate for

work on Ontario Power Generations Inc. (OPGI) and Bruce Power LP property.

(iii) Ontario Power Generation Inc. (OPGI) and Bruce Power LP generating facilities shall mean generating stations, hydraulic works, heavy water facilities, microwave and repeater stations and Miscellaneous Hydraulic Projects located on Ontario Power Generation Inc. (OPGI) and Bruce Power LP property but excludes the building of commercial-type office facilities at locations remote from operating facilities.

B. The terms and conditions of this Agreement will apply when contracts are awarded by Ontario Power Generation Inc. (OPGI) or Bruce Power LP to Employers in contractual relations with the IBEW, or otherwise required to apply the terms of this Agreement.

C. 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.

D. The term "employee" shall include all employees of the Employers in the classifications as set out in Item A (ii) above.

E. A subforeman is an individual who exercises supervisory responsibility and may use the tools of the trade.

F. 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.

G. Notwithstanding the provisions contained in this Subsection, this Agreement does not alter existing agreements and practices operative between individual Employers and the Union with respect to General Foremen.

H. The classifications referred to in Item A (ii) do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 of this Collective Agreement.

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

201 Form of Agreement

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

202 Geographic Jurisdiction

A.

Local	**Geographic Jurisdiction**	**Project**
Hamilton (105)	Brant, Norfolk,Wentworth Counties and all that portion of Oxford County south of a straight east to west line connecting the Town Line Road and Newell Road in the Town of Tillsonburg, the townships of Seneca, Rainham, North Cayuga, South Cayuga, Onieda, and Walpole in Haldimand County, and that Portion of Halton County west of the Eighth Concession Line and south of Highway 401 in the Province of Ontario.	Nanticoke
Quinte-St. Lawrence (Kingston) (115)	Counties of Prince Edward, Hastings, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont and Glengarry.	
London (120)	Counties of Elgin, Huron, Middlesex and that portion of the Restructured County of Oxford north of a straight east to west line connecting the Town Line Road and Newell Road in the Town of Tillsonburg in the Province of Ontario	
Niagara (St. (Catharines	The Niagara Region and the Peninsula portion of Haldimand-Norfolk Region east of the road	A. Beck

(303)	running south of Caistorville to Lake Erie.	
Local	**Geographic Jurisdiction**	**Project**
Toronto (Local 353 South)	The Regional Municipalities of York and Peel and that portion Dufferin County east of Highway #10 and south of Highway #9 and is part of the Town of Orangeville. That portion of Regional Municipality of Halton east of the Eighth Concession Line and south of 401 to Lake Ontario and the Municipality of Metro Toronto.	
Thunder Bay (402)	Districts of Thunder Bay, Rainy River and that portion of the District of Kenora bounded on the West by the Manitoba border and on the East by the 87^{o} Meridian, in the Province of Ontario.	Thunder Bay Atikokan
Sarnia (530)	Lambton County.	Lambton
Ottawa (586)	Counties of Lanark, Regional municipality of Ottawa-Carleton Renfrew, Prescott and Russell in the Province of Ontario, and the entire Province of Quebec.	
Windsor (773)	Essex and County and the. Municipality of Chatham-Kent.	
Central Ontario (Kitchener) (804)	The Region of Waterloo, the Counties of Wellington, Perth, Bruce, Grey and Dufferin except that portion of DufferinCounty laying east of Hwy #10 and south of Hwy #9 and in that portion of Halton	Bruce

		Region north of Hwy 401 in the Province of Ontario.	
	Local	**Geographic Jurisdiction**	**Project**
	Oshawa-Port Hope (353 East)	Durham Region, Northumberland Victoria, Peterborough and Haliburton Counties in the Province of Ontario, and that portion of Simcoe County east of Lake Simcoe and Lake Couchiching.	Pickering Darlington Wesleyville
	Sudbury (1687)	Districts of Algoma, Cochrane, Nipissing Sudbury, Timiskaming, Manitoulin Island the District of Parry Sound, and the Sudbury Region save and except the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman; that portion of the District of Kenora bounded on the West by the 87^{o} Meridian and on the East by the Quebec border in the Province of Ontario.	
	Georgian Bay (353 North)	Barrie and Orillia, all of Simcoe County and the District Municipality of Muskoka and the Townships of Humphrey, Conger, Christie, Foley, Cowper, McKellar, McDougall and Hagerman in the County of Parry Sound, except the portion of Simcoe County east of Lake Simcoe and Lake Couchiching	

SECTION 3 **DURATION OF AGREEMENT**

300 A. This Agreement shall become effective May 1, 2015 and Duration will expire on April 30, 2020.

301 Notice A. Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the expiry date and not less than 30 days prior to the expiry date of this Agreement and negotiations must begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section,

this Agreement shall remain in effect from term to term thereafter.

302 Amendments

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

SECTION 4 WORK ASSIGNMENT

400 Advance Notice

A. EPSCA will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.

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.

B. Subsequent prejob conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this Agreement for that work.

C. Upon the request of the Union a prejob conference will be convened by EPSCA.

D. EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Item A and Item B above.

401 Work Assignment

A. The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union (International Office and Local Union Office). The Employer will specify a time limit for the Union to submit evidence supporting its claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Union of the final assignments prior to the work commencing.

When a jurisdictional dispute exists between unions and upon request by the IBEW, the Employer shall furnish the IBEW International Office 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 agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.

B. A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of the 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. This procedure shall not preclude the Union's right to contest previously disputed work. In the Electricity Production Zones when work falls within this criteria the EPSCA Office will send out a "Notification of Work" along with a copy of the original minutes of mark-up meeting(s) to the Local Unions prior to work commencing. This procedure shall not preclude the Unions' right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

When an Employer has work that is less than a three (3) week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

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

* ***For the purposes of this Section, Nanticoke, Lambton, Bruce Nuclear Power Development (BNPD), Darlington, Pickering, and the five (5) Electricity Production Zones are each considered one project site.***

EPSCA will provide written notice to the Union (International 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.

The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union (International Office and Local Union Office).

The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the mark-up process may not be practical or possible. However, reasonable effort will be made by the Employer to adhere to the jurisdiction of the IBEW.

402 Jurisdictional Disputes

A. 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.

B. In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work to be done. If any Union or Unions disagree with such a work assignment, the parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or any successor thereto.

C. In the event that a jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The International Representative of the Union will advise EPSCA in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction

Industry and will identify in detail the work in question. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.

D. EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

500 Accredited Union Representatives

A. The Union will designate 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. The Union will notify EPSCA in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. 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 associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.

501 Union Stewards

A. The Accredited Union Representative reserves the right to appoint or remove a steward or stewards on any job where workmen are employed under the terms of this Agreement.

B. EPSCA and the Employer shall be notified in writing when a steward is appointed and when such stewards cease to act as stewards.

C. The steward will be responsible for his regularly assigned work on behalf of his Employer.

D. Such stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.

E. No steward shall be discriminated against by the Employer because of the performance of his duties as a steward.

F. Provided he is qualified to perform the work, the steward shall have the opportunity to work on all overtime. The steward shall be notified in advance of all overtime.

G. Where appropriate and where more than one steward is required, one steward shall be appointed Chief Steward.

H. The Chief Steward shall not have his employment terminated without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause. Where an Employer has only one steward appointed for a job, such steward will receive the same consideration given a Chief Steward as noted above.

I. The Employer shall receive the approval of the Accredited Union Representative prior to transferring a steward to another Project.

J. Any Steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.

502 Health & Safety Representatives

A. As the parties recognize the responsibilities of the Health and Safety Representative/Joint Health & Safety Committee member, this individual will be among the last five (5) employees kept on a project, providing s/he is capable of performing the remaining work.

B. If management feels that the Health and Safety representative/Joint Health & Safety Committee member is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked.

SECTION 6 EMPLOYEE DESIGNATION

600 Foremen and

A. It is understood that foremen and subforemen hold responsible positions in the relationship between the

Subforemen

Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union.

B. The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee referred to in Section 14 - Committees, Subsection 1400 - Executive Committee, for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.

C. The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give consideration to those journeymen they presently employ, however this consideration does not create an obligation to make an appointment from these employees.

D. Such foremen and subforemen shall be members of the IBEW and shall register at the local union office and shall be issued with clearance cards.

E. In the interest of efficiency and productivity, the Employer shall have the right to move foremen and subforemen from construction site to construction site.

F. The foremen's differential shall be the greater of $3.00 or the established percentage above the journeyman rate differential as set out in the existing wage schedules. The subforeman's differential shall be the greater of $2.00 or the established percentage differential above the journeyman rate as set out in the existing wage schedules. The rates of pay for all

foremen and subforemen covered by this Agreement will be set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.

G. For conditions applying to General Foremen, refer to Subsection 200, Item G.

H. Where the crew size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade.

SECTION 7 EMPLOYMENT PRACTICES/HIRING

700 Employment Practices

A. For purposes of this Section, a geographic area will be established for each Project in accordance with the geographic jurisdiction established in Section 2, Subsection 202, of this Agreement.

B. An office will be established by EPSCA, or by the Employer with the approval of EPSCA, for each Project. A purpose of this office will be to coordinate employment as specified in this Section.

C. EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in Item A who will be responsible for co-operating in the referral and employment of reliable and competent Union members.

D. EPSCA will notify the Union of future manpower requirements for all employees coming within the scope of this Agreement.

E. The Union recognizes that where key tradesmen are required, the number will be jointly determined at a prejob conference provided for in Section 4, Subsection 400, of this Agreement.

701 Hiring

A. The Employer agrees to hire and employ only members of the International Brotherhood of Electrical Workers on all electrical work. The EPSCA office, or the Employer's office will request the appropriate Local Union office for certified tradesmen and apprentices required and no one will be employed unless they are in possession of a clearance card from the Local Union office.

The employment of tradesmen and apprentices shall be carried out on the following basis and sequence:

(i) Resident Employers:

(a) Increase key tradesmen to 4. The 3rd and 4th key tradesmen will only be hired when the crew reaches 10. For layoffs the 3rd and 4th key tradesmen will be the 12th and 11th crew members laid off.

(b) Name hire* IBEW members from the local Union in whose jurisdiction the work is being performed; or

* For purposes of this section, name hires do not include Holder of Record and Assessors.

(c) Hire a combination of employees from (a) to (b) above, providing the total employees hired does not exceed more than 50% of employees employed.

(ii) Non-Resident Employers:

(a) Mobilize/transfer from outside of the Local Union Area existing members to a maximum of 20% of all employees hired under Section 701A (ii); There will be no restriction as to the source of the 20% provided they are IBEW members in good standing; or

(b) Name hire IBEW members from the Local Union in whose jurisdiction the work is being performed; or

(c) Hire a combination of employees from (a) to (c) above, providing the total employees hired does not exceed more than 50% of employees employed;

(d) The Employer is entitled to bring in the first two (2) IBEW members.

(iii) All Projects

(a)The percentages set out in Section 701A (i) & (ii) must apply with reference to the number of employees of the employer who perform work under the EPSCA Generation Projects Agreement on each day during

the period in which the employer's work within a Local Union's jurisdiction is being performed save and except for the period when employees are being laid off because of downsizing, of the workforce. When the Employer hires again after downsizing, it shall bring its workforce back into percentages which do not exceed those permitted under Section 701A (i) and (ii). The Business Manager of the Local Union shall be permitted in his discretion to waive compliance with the provisions of this clause.

(iv) The Local Union will furnish other employees other than those hired in accordance with Sections 701 A (i) and (ii). If the Local Union is unable to furnish certified Local Union members to the Employer within three (3) working days of the time the Local Union office receives the request for tradesmen (except Saturdays, Sundays and Holidays), the Employer has the right to transfer Union members already in his employ to the project subject to Section 701A (vi). Following this, the Local Union will furnish travel card or permit holders as available. The Local Union will issue clearance cards to those hired in these circumstances. All employees will report to the EPSCA Office, or the Employer's office, prior to commencing work. Travel card members may be replaced by Local Union members and permit holders may be replaced by Local Union members or travel card members who maintain a regular residence in the geographic area of the project after three (3) days notice to the Employer, but in no case until a tradesman has worked a minimum of one (1) week. On Nuclear sites only, local members replacing travel cards must be security cleared prior to hire and possess the same owner specific nuclear training as the employee being replaced. On Nuclear sites only, replacement of travel cards will not occur during outages.

(v) Notwithstanding the replacement process outlined in 701A (iv), the Employer has the right to maintain the ratio as per 701A of employees in his employ exempt from replacement.

(vi) It is agreed that when the Local Union cannot supply local members to a job or project, the employer will be allowed to transfer current employees who have been in their employ for a minimum of one (1) year, to the site or project. The Employer must notify the Union when placing a call of the number of current employees eligible for transfer to the site.

B. For the purposes of Section 701 A (i) and (ii), employment priority shall not apply when a non-resident Employer is laying off provided that, notwithstanding Section 701A (iv), the mobility percentages set forth in Section 701A is not exceeded.

In all cases of layoff, the Employer shall layoff its employees in the following sequence, but has the right to maintain the employees hired as per Section 701A.

(i) Permit holders;
(ii) Travel card members from Local Unions outside Ontario;
(iii) Travel card members from Local Unions within Ontario;
(iv) Applicable Local Union members

C. When possible, the Employer shall notify the Local Union Office three (3) days prior to layoff but no later than by the day of the layoff. Failure of the Employer to notify the Union office by the day of the layoff will entitle the employee to an additional one (1) hour's pay.

D. Re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor subject to provisions of Section 7.

702 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.

SECTION 8 HOURS OF WORK

800 A. One (1) or Two (2) Shift Operation

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

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

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

but not concurrently on the same work program.*

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

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

Each Employer will notify the Local Union of the weekly hours of work for each work program* at the site.

Weekly hours of work will be established for a minimum period of two (2) weeks.

If an Employer intends to change the weekly hours of work, notice will be given in the week prior to the change but no less than five (5) days before the change.

The start time for the day shift shall be between 6:00 AM and 9:00AM (nuclear only) or 8:00 a.m. with a possible one (1) hour variance either way (all other locations). The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. Crews may have different start times.

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.

B. 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 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.

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

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

E. IBEW members assigned to fire watch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime rate of pay.

F. 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.

801 Rest Periods

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

less than four (4) hours, there shall be no rest period excluding the third shift.

B. For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.

C. For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

802 Reporting Pay

A. An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of three (3) hours' pay plus his appropriate daily travel or board allowance at the applicable rate when he reports for work but is unable to commence or continue to work because of circumstances beyond his control. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather.

B. Notwithstanding Subsection 802, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

803 Inclement Weather Pay

A. An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place or area as designated by the Employer for three (3) hours unless excused by an authorized representative of his Employer.

B. An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.

C. An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

804

A. The holidays recognized under this Agreement are:

Recognized Holidays

New Year's Day	Canada Day
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
	Boxing Day

B. Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed either on the preceding Friday or following Monday.

C. EPSCA reserves the right to change the day of observation of a recognized holiday when such holiday falls on a Tuesday, Wednesday (Canada Day only) or Thursday.

805 Call-In Pay

A. When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of two (2) hours' work at the appropriate premium rate plus travel allowance where applicable.

B. If the employee's normal hours of work commences within this two (2) hour period, the employee will be paid premium time for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work.

806 Overtime

A. When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 ½) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of 10 hours per day shall be paid at two (2) times the base hourly rate.

When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 ½) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of 12 hours per day shall

be paid at two (2) times the base hourly rate.

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

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.

B. When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of his shift and after approximately two (2) hours has been worked, he shall be provided with a lunch and allowed thirty (30) minutes to consume same and be paid at the base hourly rate of pay.

After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period. Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay.

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

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

C. When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of his shift and after approximately two (2) hours has been worked, he shall be provided with a lunch and allowed thirty (30) minutes to consume same and be paid at the base hourly rate of pay. After each additional four (4) hours is worked, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and a lunch when work is required beyond that four (4) hour period. Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) minutes to eat and

be paid at the base hourly rate of pay.

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

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

All overtime shall be worked on a voluntary basis and shall be distributed as equally as possible among all IBEW members.

SECTION 9 **WAGES AND PAY PROCEDURE**

900 Wages

A. The rates of pay for employees in the classifications listed in Subsection 200, Item B, of this Agreement and working on Generation Station Projects shall be as set forth in the wage schedules attached hereto.

B. The Union will have no later than April 20th of each calendar year to provide the breakdown of dues, pension, welfare and benefits to EPSCA. The parties will than have no later than 60 calendar days to review, approve, and implement the wage schedules and new collective agreement. The effective date for such changes shall be retroactive to May 1st of that year.

If no approval is received by the accredited union representative, within the timelines above the Association shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

901 Pay Procedure

A. Normal

(i) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Failure by the Employer to comply with the requirements of this clause will entitle the employee to one (1) hour's pay at the straight time rate.

(ii) 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. In the case of a holiday falling on a Thursday or Friday, the employee shall be paid on the Wednesday prior to this holiday.

(iii) The Employer may implement direct deposit. An Employer will provide assistance to employees who require assistance obtaining a bank account.

Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:

(a) the period of time or the work for which the wages are being paid;

(b) the rate of wages to which the employee is entitled;

(c) the amount of wages to which the employee is entitled;

(d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;

(e) any allowance or other payment to which the employee is entitled;

(f) the amount of vacation pay for which the employee is being credited;

(g) the amount of recognized holiday pay for which the employee is being credited; and

(h) the net amount of money being paid to the employee.

(iv) 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.

B. <u>On Termination</u>

(i) An employee who voluntarily terminates his employment will be provided his final pay on the next regular pay day.

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

The Employer will provide a Record of Employment (ROE) Form in the employee's pay or will send ROE information electronically to Service Canada within the timelines specified in Section 901B(ii)

(iii) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per Item B (ii) above if the Employer's pay facilities are not on site or the employee receives direct deposit.

(iv) Failure of the Employer to comply with the requirements in Clause 901 B (i), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

902 Vacation and Recognized Holiday Pay

A. The vacation and recognized holiday pay rate shall be ten (10) percent of hourly earnings. For conditions applying to vacation and recognized holiday pay, refer to Section 10, Subsection 1001.

SECTION 10 **<u>UNION AND BENEFIT FUNDS</u>**

1000 A. The Employer agrees to pay into operative welfare,

Benefit Funds		pension and S.U.B. plans the amounts specified by the IBEW-EPCO and identified in the wage schedules attached hereto. Payment to the above-noted funds shall be based on each hour earned.
	B.	To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum.
1001 Vacation and Recognized Holiday Pay	A.	The Employer agrees to pay vacation and recognized holiday pay on a weekly basis. The vacation pay rate shall be four (4) percent of hourly earnings and the recognized holiday pay rate shall be six (6) percent of hourly earnings.
1002 Union Funds	A.	The Employer agrees to deduct from wages and remit to the Union, Union Funds. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
1003 Administration	A.	The Union agrees to supply the Employers with administrative material and information regarding the Funds identified in this Section.
1004 Assignment of Benefits	A.	The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union of the failure by any employer to pay 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, 2000 in relation to the Employee Wage Protection Program.
1005 Education Union Fund		The Employer will remit ten (10) cents per hour worked to the Education Union Fund. The Employer contribution is above the Total Wage Package and will be effective the date of ratification.

SECTION 11 TRAVEL AND ROOM AND BOARD ALLOWANCE

1100 Daily	A.	The daily travel allowance will be paid by the Employers to their employees who are not receiving room and board

Travel Allowance

allowance as referred to in Article 1101, on the following basis:

(i) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.

(ii) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive $27.87 per day travel allowance effective August 14, 2015, ($28.14effective May 1, 2016, $28.43 effective May 1, 2017, $28.71 effective May 1, 2018, $29.00 effective May 1, 2019) for each day worked or reported for.

(iii) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive $32.37 per day travel allowance effective August 14, 2015, ($32.69 effective May 1, 2016, $33.02 effective May 1, 2017, $33.35 effective May 1, 2018, $33.68 effective May 1, 2019) for each day worked or reported for.

(iv) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive $37.12 per day travel allowance effective August 14, 2015, ($37.49 effective May 1, 2016, $37.86 effective May 1, 2017, $38.24 effective May 1, 2018, $38.62 effective May 1, 2019) for each day worked or reported for.

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

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

(v) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Subsection 1101 below, he shall receive $42.91 per day travel allowance effective August 14, 2015, ($43.34 effective May 1, 2016, $43.78 effective May 1, 2017, $44.22 effective May 1, 2018, $44.66 effective May 1, 2019) for each day worked or reported for) for each day worked or reported for.

(vi) Employees using company vehicles are not entitled to daily travel

(vii) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.

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

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

B. When the employee is in receipt of Room & Board Allowance on remote projects, and where the nearest place of accommodation is in excess of fifty (50) radius kilometres from the job, the employer shall have the option of providing transportation from the temporary accommodation, or paying travel allowance in accordance with Article 1100 A (i) to (ix).

1101
Room and Board Allowance

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

(i) An Employer may supply either:

(a) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or

(b) a subsistence allowance; or

(c) a travel allowance.

(ii) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a room and board allowance as follows:

(a) When an employee's regular residence is more than 97 radius kilometers from a Project located North of the French River and the employee maintains temporary accommodation at or near the Project, the employee shall be paid a subsistence allowance of $105.24 per day travel allowance effective August 14, 2015, ($107.35 effective May 1, 2016, $109.50 effective May 1, 2017, $111.69 effective May 1, 2018, $113.92 effective May 1, 2019) for each day worked or reported for) for each day worked or reported for.

***** ***An Employee's "Regular Residence" is:***

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and

2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location

(b) When an employee's regular residence is more than 97 radius kilometers from a Project located South of the French River and the employee maintains temporary accommodation at or near the project, the employee shall be paid a subsistence allowance of $87.21 per day travel allowance effective August 14, 2015, ($88.95effective May 1, 2016, $90.73 effective May 1, 2017, $92.55 effective May 1, 2018, $94.40 effective May 1, 2019) for each day worked or reported for, subject to (d) below

(c) When an employee's regular residence is more than 97 radius kilometers from the Project and the employee commutes to work on a daily basis, the employee shall receive $51.38 per day travel allowance effective August 14, 2015, ($52.40 effective May 1, 2016, $53.45 effective May 1, 2017, $54.52 effective May 1, 2018, $55.61 effective May 1, 2019) for each day worked or reported for.

(d) At the Pickering and Darlington Projects, employees who live beyond 97 radius kilometers from the Project, shall receive $74.74 per day travel allowance effective August 14, 2015, ($76.23 effective May 1, 2016, $77.75 effective May 1, 2017, $79.31 effective May 1, 2018, $80.90 effective May 1, 2019) for each day worked or reported for.

(e) When an employee's regular residence is more than five hundred (500) radius kilometres from the project, and the job or project is worked on a four ten (4 x 10's) hour work week, the employee shall receive room and board on a five (5) day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift(s) beyond the normal four ten (4 x 10) hour shift, the employee will be entitled to room and board for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Article 1100 and Article 1101, Item A above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.

C. The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at $25.00 per day. This will be applied on the following basis:

(i) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged $25.00 per day unless he is excused from work for a legitimate reason by the Project medical attendant or an authorized representative of his Employer.

(ii) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

(iii) An employee who remains in camp and 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.

(iv) An employee who remains in camp and 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.

1102
Initial and Return
Travel and Transportation

A. On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay $32.00 effective October 25, 2010 for the initial trip to the project.

B. On recruitment of tradesmen who live beyond 161 radius kilometers from the project, the Employer shall pay $0.47 effective October 25, 2010, per radius kilometer plus travel time based on one hour's pay for each 80 radius kilometers of travel, or part thereof, to a maximum of 8 hours' pay for the initial trip to the project from where the tradesman lives or the Local Union Referral Hall for the project, whichever is closer to the project.

C. To qualify for payment in Items A or B, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

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

E. For Locals 402 and 1687 only, notwithstanding section 1102B and C above, when an employee is required to report to a different location, he will receive initial travel between the current location and the new work location on the basis of one (1) hour's pay at the regular rate for each eighty (80) road km of travel, or part thereof, to a maximum of eight (8) hour's pay at the regular rate. If the employee is terminated due to a reduction of staff at the new work location, his return travel will be calculated on the basis of one (1) hour's pay at the regular rate for each eighty (80) road km of travel or part thereof, to a maximum of eight (8) hours pay at the regular rate.

1103 Use of Personal Vehicle

A. An employee who is requested or receives approval from an authorized representative of his Employer to use his personal vehicle for the convenience of his Employer shall be reimbursed $0.45 per kilometer travelled for such use of his vehicle.

1104

A. All distances for the purposes of this section will be determined by electronic means

SECTION 12 TOOLS AND CLOTHING

1200 Tools and Clothing

A. Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:

(i) When personal tools valued in excess of $15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of $500.00 based on the merit of each case. This will include only personal tools that a tradesman is

required to have to perform his normal duties with the Employer.

(ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of $500.00.

(iii) In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of $15.00 but not exceeding $500.00 for the loss of personal clothing will be made.

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

B. Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, employees will be allowed reasonable time to return tools to the tool crib.

C. Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Items A and B of this Section. Such tools shall be the responsibility of the Employer.

D. Employees eligible for payment under A above shall be reimbursed within 60 days after the date of submitting a claim. The Employer shall provide tools for the employee to use during the replacement period.

1201 Protective Clothing and Equipment

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

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

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

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

C. Protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear that is provided by the Employer will be charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear upon completion of the work involved.

SECTION 13 GRIEVANCES AND ARBITRATIONS

1300 Grievances

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

B. PRELIMINARY DISCUSSION

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

C. FIRST STEP

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

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

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Employer with the General Manager of EPSCA and by the Accredited Union Representative with the Secretary of the IBEW Electrical Power Council of Ontario.

If a First Step grievance meeting is considered appropriate, the Management Committee shall comprise of two Management officials, one of whom shall be a representative of the Employer against whom the grievance has been filed, and/or a representative of EPSCA. The Union Committee shall comprise the Accredited Union Representative plus two additional Union officials.

D. SECOND STEP

If a dispute has not been resolved at the first Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to the Appropriate EPSCA representative . Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the Secretary of the IBEW Electrical Power Council of Ontario.

The the Appropriate EPSCA representative shall investigate the grievance and convene a meeting which he or the Secretary of the IBEW Electrical Power Council of Ontario considers necessary to resolve it and give his reply on the prescribed form to the Secretary of the IBEW Electrical Power Council of Ontario 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 of the Appropriate EPSCA representative plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three persons, including one of the Secretary-Treasurer, Chairman or a designate appointed by the Secretary-Treasurer or Chairman of the IBEW Electrical Power Council of Ontario and the Accredited Representative for the grievor, plus one other representative of the Union.

E. EPSCA OR UNION GRIEVANCES

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

F. TIME LIMITS

The time limits as to both documents and procedure set out in the above Subsections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union or EPSCA shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been withdrawn and ineligible for arbitration.

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

H. Disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement shall not be processed under Section 133 of the Labour Relations Act of Ontario by either party until the provisions set forth in this Section for the resolution of such disputes have been fully exhausted.

I. GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

1301 Arbitrations

A. If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Subsection 1300, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

B. The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for

that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

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

D. The time limits as to both documents and procedure set out in this Subsection shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

1302
No Strike-
No Lockout

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

SECTION 14 COMMITTEES

1400
Executive
Committee

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

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

The Committees may also consider matters related to construction safety.

1401 Apprenticeship Committee

A. An Apprenticeship Council shall be established within each Local Union's jurisdictional area and shall meet on a regular basis. This Council shall consist of an equal number of members of the Local Union and representative of the Employers from the area covered by the Local Union. Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may also be appointed as an advisor to the regular Council members.

B. The Joint Apprenticeship Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the Apprenticeship and Tradesmen's Qualification Act R.S.O. 1970 as amended.

C. All founding documents and/or agreements, and terms of reference establishing and guiding the activities of the local Apprenticeship Councils shall be registered with the Provincial Joint Council.

D. Apprentices shall be hired by the Employers, as and when required, from a pool of qualified apprentices established by the local JAC (or LAC) in accordance with the procedures established under the local JAC (LAC) Terms of Reference.

E. All apprentices shall be governed by the Ontario Apprenticeship and Tradesman's Qualification Act and Regulations but the ratio of apprentices to journeymen may be set from time to time by the Executive Committee.

F. In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:

(i) The Apprentice must apply to the Apprenticeship Branch to write his examination as soon as possible after he has reached his total hours, less 300.

(ii) The Apprentice will give the LAC/JAC two weeks' notice that he is going to write his examination.

(iii) After writing the examination, the Apprentice will check his hours in his Progress Record Book, with LAC/JAC.

(iv) The Employer will commence paying the Journeyman's rate of pay the day after the Apprentice completes his hours and providing the following conditions have been met:

(a) The Employer is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the LAC/JAC and/or the Union, and,

(b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from the LAC/JAC and/or the Union, and

(c) The Apprentice has passed his examination for his Certification of Qualification (C of Q).

G. In the event that an Apprentice fails his examination for his C of Q, he will be paid the journeyman rate of pay from the day he passes any future examinations.

H. Where the Apprenticeship Council is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be referred to the Executive Committee for their decision.

SECTION 15 LUNCHROOM FACILITIES

1500 Lunchroom Facilities

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

Washroom Facilities

B. The Employer will provide, where practical, clean, heated, lighted and ventilated facilities containing flush toilets and hand basins.

SECTION 16 ASSOCIATION FUND

1600 Association Fund

A. 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 to EPSCA together with the supporting information as required on the reporting forms.

SECTION 17 RADIATION WORK

1700

A. A copy of Ontario Power Generation Radiation Protection Procedures and any revisions will be made available to the Local Union.

B. Each employee will have access to his personal radiation exposure record.

C. Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.

D. Short-term employees will be given a guaranteed period of employment at their time of hire.

E. Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive $18.00 per day. A day for the purpose of this item shall be defined as any period up to twelve (12) hours. If any other EPSCA trade receives more than this amount during the term of this agreement, the IBEW will receive the same increase.

F. ***Construction Radiation Protection Assistant*** **(R.P.A.)** is a Construction Trades Person (Greenman) who has achieved the full radiation qualification via

(i) the approved Ontario Power Generation Inc. and/or

Bruce Power Training Program,

(ii) has successfully completed the construction R.P.A. training and checkouts, and

(iii) has performed R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

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

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

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

SECTION 18 ABORIGINAL CONTENT COMMITMENT

1800 A. Where an aboriginal commitment has been established on a project, the Union will cooperate in meeting the content commitments.

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

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

For:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

Alex Lolua

Alex Lolua GM

For:

THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO

B. McNamara

TOOL LIST

All journeymen electricians are required to have the following tools:

1 Centre Punch
1 1/2" Cold Chisel
1 Half-round File
1 Ball Peen Hammer
1 Adjustable Hacksaw Frame
1 Knife
1 Medium Level
5 Prs. of Pliers -
8" Sidecutters, Diagonal, Longnose and 2 pairs of Channelock
6 Screwdrivers, Robertson and Standard types
1 6" Square or Combination Square
1 Steel Tape, 10 or 12-foot
1 Small Tap Wrench
1 Tool box
1 Tool Pouch and belt for hand tools

APPENDIX A

7 DAY COVERAGE

When working under the provisions of this appendix all conditions listed below will supersede those contained in the main agreement. Where this appendix is silent, the appropriate article in the collective agreement applies

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

It 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 (7) days per week work coverage, on a one (1), two (2), or three (3) 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 forty-eight (48) hours notice prior to the implementation of these shift provisions.

Day Shift

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

Afternoon Shift

Regularly scheduled hours of work, 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, 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 and Recognized Holidays shall be paid at two (2) 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 (1/2) hour shall be allowed to be taken no later than five (5) hours after the commencement of a shift.

For employees working regularly scheduled hours, two (2) fifteen (15) minute rest periods will be allotted at a time and location directed by the employer for employees to rest.

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

APPENDIX B

7 DAY COVERAGE – Nuclear Sites Only

The implementation of this Appendix is contingent on EPSCA and the Millwrights agreeing to comparable rates for regularly scheduled hours on Saturday and Sunday on 7 day coverage. This agreement shall become effective immediately upon such agreement between EPSCA and the Millwright Regional Council of Ontario. In the 30 day period immediately following the date this Appendix becomes effective, the union shall have the option to put forth other alternatives that will provide savings at least equivalent to those that would result from the implementation of this Appendix and EPSCA will consider all such alternatives. Failure to agree to an acceptable alternative will result in the continued application of this Appendix.

If EPSCA provides an incentive to the Millwright Regional Council of Ontario to obtain the agreement of this Appendix within the Millwright Agreement, then EPSCA shall make available the same incentives to the unions that have become bound to this Appendix. This "me too" is effective only for the duration of the collective agreement and will expire on April 30, 2020.

When an employee is assigned to, and working as a member of, a composite crew with one or more employees working under the Carpenter Collective Agreement who is also working under provisions of the applicable 7 Day Coverage of the Carpenter Collective Agreement (7 Day Coverage), he or she shall receive the same premium pay treatment as the Carpenter for regular scheduled hours for Saturday and Sundays.

The above paragraphs do not change the existing language in the 7 Day Coverage Appendix for non-Nuclear sites.

APPENDIX B

7 DAY COVERAGE – Nuclear Sites Only

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 one and a half times the straight time hourly rate.

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

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

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

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

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

Overtime will be in accordance with the provisions of the collective agreement."

APPENDIX C

RE: Negotiation for Major Refurbishments/Outages

During the course of this Collective Agreement the parties will meet and negotiate terms and conditions for Nuclear sites that will establish the framework for Major Refurbishments and/ or Outages. All changes must be mutually agreed upon.

This Appendix will come into effect at the date of the successful completion of those negotiations and will form part of the IBEW/EPSCA Agreement.

LETTER #1

June 23 1992

Mr. J. SPRACKETT
President,
Electrical Power Systems Construction Council of Ontario
International Brotherhood of Electrical Workers
61 International Blvd.
Toronto, Ontario

Dear Mr. Sprackett:

Room & Board Allowance
Understanding North of the French River

This letter will confirm an understanding reached at current bargaining between EPSCA and the IBEW EPSCCO ("Generation Project") as follows:

Individuals in the 80-97 kilomtre radius ring working north of the French River will be eligible for room and board allowance if their actual road kilometres travelled exceed their radius distance by more than thirty-three (33%) percent.

Yours truly,

V.W. Medri
Secretary-Treasurer

LETTER OF UNDERSTANDING #1

Employment Referrals

It is agreed by the parties to this understanding that, prior to any member being referred for employment , the member must submit to a security check. Only members who successfully obtain security clearance will be referred to the facility for employment. Once these referrals have been hired on, they will be paid fifty ($50.00) dollars on their first week's pay cheque, in consideration of their time spent filling out the security clearance forms.

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 23rd Day of April, 1999

For the EPSCA

Barry Roberts

Dave Radtke

For the IBEW CCO

Larry Lineham, Chair

Ken Scott, President

John Pender, Exe. Sec.Treasurer

Bob Hill, Executive Chairman

Bill Daniels, Local Union 402

LETTER OF UNDERSTANDING #2

As discussed during negotiations, in order to ensure an adequate supply of qualified tradesmen for employment opportunities, it is agreed that the IBEW and/or Local Union(s) will cooperate in a training process as follows:

When it is determined that a requirement can be foreseen for IBEW/Local Union members with particular skills or qualifications, the Employer will provide the instructor(s) and the facilities at his cost and the IBEW members, on their own time, will attend such training courses to acquire such skills and/or qualifications.

Dated at Toronto this 23rd Day of April 1999.

For the EPSCA

Barry Roberts

Dave Radtke

For the IBEW CCO

Larry Lineham, Chair

Ken Scott, President

John Pender, Exe. Sec.Treasurer

Bob Hill, Executive Chairman

Bill Daniels, Local Union 402

LETTER OF UNDERSTANDING #3

LETTER OF UNDERSTANDING

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW CONSTRUCTION COUNCIL OF ONTARIO (IBEW CCO)

Mr. Barry Roberts, Chairman
EPSCA Negotiating Committee

Dear Sir:

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

Regarding: **LOCAL AREA HIRING HALL PRACTICES**

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

Dated this 23rd Day of April 1999

Expiry: Duration of this Collective Agreement

For the EPSCA

Barry Roberts

Dave Radtke

For the IBEW CCO

Larry Lineham, Chair

Ken Scott, President

John Pender, Exe. Sec.Treasurer

Bob Hill, Executive Chairman

Bill Daniels, Local Union 402

LETTER OF UNDERSTANDING # 4

LETTER OF UNDERSTANDING

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW CONSTRUCTION COUNCIL OF ONTARIO (IBEW CCO)

Regarding: **CLARIFICATION NOTE**

As discussed in negotiations, the Employment Practices/Hiring provisions in Section 7 allow for the transfer of personnel within a Local Union's geographic jurisdiction (as described in Article 202 A) within the Power Sector, e.g. from one contract to another contract on the same project site and/or from project site to project site.

For the IBEW:

John Pender

John D. Pender

Larry Lineham

Larry Lineham

For the EPSCA:

Neil Donnell

Neil Donnelly

Denis Flyn

Denis Flynn

Jack Gibson

Jack Gibson

LETTER OF UNDERSTANDING #5

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO (IBEW EPCO)

Clarification Note – Replacement of Travel card members

As discussed in negotiations, in cases relating to Article 1101 A (ii), the Local Union will notify the Employer and the EPSCA Office in writing at the time it seeks to replace a travel card with a Local Union member who does not possess the owner specific training required.

In these instances, the Employer will provide such training when the training is available and Local member, on his own time, will complete such training before he can replace a travel card.

Dated this 15th day of May, 2004 at Toronto, Ontario.

FOR EPSCA	FOR the IBEW EPCO
Dave Radtke	*Jack Dowding*
_____	_____

LETTER OF UNDERSTANDING #6

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO

BOARD ALLOWANCE ON 4 X 10 SHIFT SCHEDULE

In accordance with Article 1101 A (ii) e, when an employee's regular residence is greater than 500 road kilometers from the following projects: White Dog Falls GS, Caribou Falls GS, Manitou Falls GS and Ear Falls GS, and a 4x10 shift schedule is established, an employee in receipt of Room and Board allowance shall receive Room and Board allowance on a five (5) day basis for a regular work week. Room and Board will only be paid for the fifth day when proof is provided that the temporary residence is being maintained for the full five (5) days. If the employee is required to work an additional ten (10) hour shift(s) beyond the normal four ten (4 x 10) shift, the employee will be entitled to room and board for an additional ten (10) hour shift worked to a maximum seven (7) days room and board in a week.

Dated this 22nd day of January, 2013 at Toronto, Ontario.

FOR EPSCA

FOR the IBEW EPCO

LETTER OF UNDERSTANDING #7

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO

TRAVEL TIME within Local 402 and 1687

If receiving the room and board allowance under 1100 B, 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, 1hour regular time pay
- If travelling to a project within 81 – 120 road km, 1 ½ hours 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 time rate of pay.

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

Travel time within Local 402 and 1687

In accordance with article 1100 B, an employee is still entitled to the daily travel above when the employer provides transportation.

Dated this 22nd day of January, 2013 at Toronto, Ontario.

FOR EPSCA

FOR the IBEW EPCO

LETTER OF UNDERSTANDING #8

For OPG construction projects within the geographic area of Locals 402 and 1687;

- EPSCA, the Union and OPG will review, on a project by project basis, the travel, board and initial/return travel provisions to be determine if they are adequate;
- Considerations include but are not limited to, the location of the work, availability of accommodations, 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 special funding is found to be unnecessary, the existing collective agreement provisions will apply.

Dated this 22nd day of January, 2013 at Toronto, Ontario.

FOR EPSCA

FOR the IBEW EPCO

LETTER OF UNDERSTANDING #9

Apprentice Room and Board Provisions:

1) The union and the Employer shall attempt to maintain a balanced apprentice program. All levels of apprentices shall be made available if available.

2) If an apprentice does not qualify for Room and Board under Article 1101, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 1100 (A) iv.

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

FOR EPSCA

FOR the IBEW EPCO

LETTER OF UNDERSTANDING #10

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

THE IBEW ELECTRICAL POWER COUNCIL OF ONTARIO

RE: DE NOVO

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

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

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

Dated this 15 day of December, 2015 at Toronto, Ontario.

FOR EPSCA

FOR the IBEW EPCO