

**COLLECTIVE AGREEMENT**

**between**

**ONTARIO POWER GENERATION  
(formerly part of Ontario Hydro)**

**and the**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

**May 1, 2000 - April 30, 2004**

**Ontario Power Generation (formerly part of Ontario Hydro) / Machinists  
Collective Agreement**

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## Article 1

### **PARTIES TO THE AGREEMENT**

- 1.1 This is an Agreement between Ontario Power Generation (formerly part of Ontario Hydro), hereinafter referred to as the Employer, and the employees of the Construction Field Forces of the Employer as represented by the International Association of Machinists and Aerospace Workers. This Union, hereinafter referred to as the Union, is recognized as the accredited representative of these employees.
- 1.2 The bargaining unit under this Agreement shall comprise all Machinists, Machinist Welders, Machinist Millwright-Turbine Erectors, Equipment Repair Machinists, Drill Doctors, Conveyor Mechanics, Machinist Helpers, Machinist Apprentices and Auto and Diesel Mechanics and Auto and Diesel Mechanic Apprentices employed by the Generation Projects Division and the Lines and Stations Construction Department of the Transmission Systems Division of the Employer, excepting those described hereunder;
- (a) persons above the rank of subforeman;
  - (b) employees whose headquarters and usual places of work are Head Office and the Ontario Power Generation (formerly part of Ontario Hydro) Service Centre;
  - (c) field employees in the Generation Projects Division and the Lines and Stations Construction Department of the Transmission Systems Division who, at April 30, 1953, possessed full regular status.
- 1.3 If additional classifications and wage rates are required, they will be negotiated and will become a part of this Agreement.
- 1.4 Ontario Power Generation (formerly part of Ontario Hydro) and the Union agree the use of nomenclature is meant to refer to both genders.

## Article 2

### **EXPERIENCE REVIEW**

2.1 It is the purpose of this Collective Agreement to regulate the relationship between the parties on the most efficient, expeditious and equitable basis. Accordingly, it is the intent of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Employer, the Union, and the employees covered by this Agreement.

#### 2.2 STANDING COMMITTEE

To maintain and promote harmonious relations between the Employer, the Union and the employees, the Employer agrees to set up a Standing Committee comprising two Branch Personnel Managers - Design and Construction, or their delegates, and the Manager, Construction Labour Relations, or his delegate, who will act as Chairman.

This Committee will be available to meet with the Union immediately upon request from the Union. On the part of the Union, the members shall be the Grand Lodge Representative of the Union and other appropriate representatives of the Union. The function of the Committee will be to deal with questions that the Union may have that are not relevant to grievance procedure or collective bargaining.

The results of all meetings will be reduced to writing for information purposes, and copies will be sent to the Union.

Requests for meetings will be made to the Manager, Construction Labour Relations, telephone number 592-2547, and will be held at the Employer's Head Office.

## Article 3

### **RESPONSIBILITIES OF THE PARTIES**

3.1 As the parties recognize that it is the Employer's primary obligation to provide continuous electrical service to the consumers of the Province of Ontario, it is agreed that there will be no interruption of work during the life of this Agreement because of grievance of the Union.

3.2 The Employer and the Union accept the full responsibility of following the procedures set forth in the Agreement for the settlement of all issues and disputes which arise during the term of this Agreement.

## **Article 4**

### **COLLECTIVE AGREEMENT ADMINISTRATION CLAUSE**

- 4.1 It is understood that the Union will designate 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 or for Lines and Stations Construction. The Union agrees to notify the Manager, Construction Labour Relations, of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued an identification card to permit entry to the site. The Employer agrees that such representatives will have access to the area of work during working hours, but in no case shall their visits interfere with the progress of the work.

## **Article 5**

### **WORK ASSIGNMENTS AND JURISDICTIONAL BOUNDARIES**

- 5.1 The jurisdiction of the Union shall be that normally recognized by the AF of L - CIO for the various classifications and the character of work performed having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction. When it appears necessary, prior to assigning work, the Employer will discuss the work assignment with the Union. As far in advance as possible before the start of new work or the implementation of new work methods arising from technological change or new equipment design, the Employer agrees that discussions about work assignments will be held with the Union.
- 5.2 The jurisdictional boundaries between crafts shall be those which are clearly established by custom, practice and tradition, or agreements between International Unions. Regard shall also be had for decisions or awards rendered by appropriate bodies.

## **Article 6**

### **UNION SECURITY**

- 6.1 All employees under this Agreement will be members or will apply and secure membership within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment.

- 6.2 A checkoff system of Union initiation fees and dues will be instituted and made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals, and agrees to collect monthly for the Union dues and initiation fees payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.
- 6.3 Any changes in initiation fees or dues will be referred to the Employer through the Grand Lodge Representative of the Union before such changes are put into effect. Notification of any such changes will be given to the Employer at least three (3) weeks prior to the effective date of implementation.
- 6.4 The Union is required to make arrangements with new employees for them to join the Union as provided in 6.1 of this Article. The Employer will checkoff initiation fees on receipt from the Union of such authorization.
- 6.5 Non-working foremen who have been on checkoff will remain on checkoff.

## **Article 7**

### **GRIEVANCE PROCEDURE**

- 7.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work but such dispute shall be treated as a grievance and shall be settled, if possible, by the Employer and the Union in the following manner.
- 7.2 **PRELIMINARY DISCUSSION**
- Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his Steward and the employee's supervisor.

### 7.3 FIRST STEP

If a dispute cannot be resolved by this method, the Union representative accredited under Article 4 and/or Steward may endeavour to adjust the matter within ten (10) working days of the claimed grievous act by submitting the grievance in writing to the appropriate Personnel Officer or Personnel Manager. The request for adjustment is to be made upon the prescribed Grievance Form and will specify the provision or provisions of the Agreement which the Union claims to be violated and the remedial action which the Union seeks. If the grievance is not settled within two (2) working days, the Grand Lodge Representative of the Union may, within an additional three (3) working days, refer the grievance in writing to the Second Step. Completed Grievance Forms signed by the participants in the grievance meeting must be filed with the appropriate Personnel Officer or Personnel Manager and the Manager, Construction Labour Relations.

### 7.4 SECOND STEP

When a grievance is referred to the Second Step, the Grand Lodge Representative of the Union shall, within seven (7) working days, name two representatives in addition to himself who will meet with three senior officials of the Employer, named by the Manager, Construction Labour Relations. The Committee, chaired by the Manager, Construction Labour Relations, or his delegate, shall meet within fourteen (14) working days of its appointment or such longer period as may be mutually agreed upon by Committee members to consider such grievances referred to it. The meeting may be held at the place of work, district office, or at Toronto Head Office. This Committee so appointed shall endeavour to reach a mutually satisfactory settlement and a unanimous decision shall be final and binding to both parties. The Committee shall reach a decision within fourteen (14) working days of its first meeting.

The processing of Employer grievances will begin at the Second Step. The Employer may submit either policy or specific grievances. The Union may also institute policy grievances at this Step.

### 7.5 TIME LIMITS

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

entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

## 7.6 GRIEVANCE FACILITIES

The Employer shall provide the necessary facilities for all grievance meetings.

## **Article 8**

### **ARBITRATION**

- 8.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 7, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Employer or the Union to a Board of Arbitration or, upon mutual consent, to a single arbitrator for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire.
- (a) If the party elects to use an arbitration board 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, the appointment shall be made by the Minister of Labour for Ontario upon the request of the other party. If the two nominees fail to agree upon a Chairman, the services of the Ontario Labour-Management Arbitration Commission shall be utilized and the request to the Commission may be made by 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) If the initiating party elects to pursue the single arbitrator procedure it shall notify the other party in writing of its desire. The recipient of the notice shall, within 5 working days inform the initiating party if it agrees to the use of a single arbitrator. If the parties mutually agree to the use of a single arbitrator then, within 10 working days of agreeing to use this procedure, they shall jointly appoint an arbitrator. If the two parties fail to agree on an arbitrator, the services of the Ontario Labour-Management Arbitration Commission shall be utilized and the request to the Commission may be made by either party. The arbitrator, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and shall issue a decision which is final and binding upon the parties and upon their respective members.

If the responding party does not wish to pursue the single arbitrator process in (b) its notice will include the name of its nominee to a board. The initiating party will respond by naming its nominee within 5 working days and the board procedure outlined in (a) will be followed.

- 8.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties. 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.
- 8.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 8.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

## **Article 9**

### **NO STRIKE - NO LOCKOUT**

- 9.1 The Employer and the Union agree that so long as this Agreement is in effect there shall be no lockouts or strikes.

## Article 10

### **EMPLOYMENT PRACTICES AND PROCEDURES**

- 10.1 The Employer agrees to use employment practices and procedures which are consistent with the maintenance of good Union and Management relations. Therefore, the Employer will cooperate with the Union. To this end, the Employer agrees to notify the Union office of its manpower requirements.
- 10.2 **REV** Ontario Power Generation (formerly part of Ontario Hydro) will contact the Union for any employees required in the classifications contained in the Collective Agreement. The Union shall refer members as follows:
- (a) The 1<sup>st</sup> member referred, and subsequent odd numbered referrals, shall be referred in accordance with Article 11.
- then,
- (b) The 2<sup>nd</sup> member referred, and subsequent even numbered referrals, shall be requested by the employer by name from the Union.
  - (c) If the Union is unable to supply skilled and qualified local Union members within three (3) working days from when the Union receives the request, Ontario Power Generation (formerly part of Ontario Hydro) shall be afforded the right to employ tradespersons from any source. Such tradespersons shall comply with the requirements of Article 6.1 of this Collective Agreement.
  - (d) Re-employment of local IAMAW members as required by the Workers Compensation Board shall not be a violation of this Collective Agreement nor be subject to the provisions of Article 10.
- 10.3 The Employer reserves the right to transfer employees to meet its needs and will notify the Union in advance of such transfers. When making these transfers the Employer will give first consideration to the most senior employee in the classification who has the skills and abilities to perform the work. Consideration will be given to employees' requests for transfer.

When an employee is transferred to a new work location, and the employee's regular residence is located beyond eighty (80) radius kilometers from the new work location, the employee will be eligible to receive subsistence allowance:

- (a) until such time as the employee locates his/her regular residence within eighty (80) radius kilometers of the new work location; or
- (b) until a maximum of six (6) months from the date of the employee's transfer, whichever occurs first.

If an employee fails to locate his/her regular residence within eighty (80) radius kilometers of his/her new work location within six (6) months of the employee's transfer, he will thereafter be paid travel allowance.

## **Article 11**

### **RECALL**

- 11.1
- (a) \* Line of Business Recall lists shall be established as of the date of the signing of this collective agreement. Only employees with greater than 3 months seniority who are laid off subsequent to the signing of this collective agreement will be eligible for inclusion on these Recall lists.
  - (b) The Union shall maintain these separate \*Line of Business Recall lists by trade.
  - (c) Upon layoff, an employee's name shall be entered on the appropriate \*Line of Business Recall list.
  - (d) An employee recalled to employment within nine (9) months of their date of layoff shall have their seniority date re-calculated to include previous service with the Employer.
  - (e) An employee not recalled to employment within nine (9) months of their date of layoff, shall have their name removed from the appropriate Recall list and shall lose all seniority.

**REV** \* *For the purpose of this Article, separate Line of Business Recall lists will be maintained for the following lines of business: Nuclear, Non-nuclear.*

## Article 12

### RECOGNIZED HOLIDAYS

12.1 The Recognized Holidays under this Agreement are:

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

12.2 If work is performed on a Recognized Holiday that is observed on a scheduled day of work, payment will be made in accordance with the appropriate Articles of this Agreement.

If and when Heritage Day is declared a recognized statutory holiday by the Federal Government, it will be included as a Recognized Holiday under Article 12.1.

12.3 The Employer agrees to consider requests from the Union for substitution of another day in lieu of a Recognized Holiday for those employee groups working in areas distant from their homes.

12.4 Ontario Power Generation (formerly part of Ontario Hydro) reserves the right to change the day of observance of a Recognized Holiday to the closest Monday or Friday when such Holiday falls on a Tuesday or Thursday.

12.5 Recognized holidays falling on a Saturday or a 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 on either the preceding Friday or the following Monday.

## Article 13

### VACATION PAY RATES

#### 13.1 Machinists and Auto and Diesel Mechanics

The vacation pay rate shall be ten (10) percent of vacationable gross earnings\*.

13.2 A three (3) week leave of absence for the purpose of taking an annual vacation will be granted in the calendar year in which the employee attains one year seniority. In special circumstances, where the work schedule permits, additional time off may be granted an employee. The additional time off will not be unreasonably denied.

13.3 Vacation pay shall be paid weekly for all hours reported on the regular weekly pay cheque.

13.4 The amount of Income Tax payable on an Employee's vacation pay shall be calculated and deducted weekly from the employee's paycheque. This weekly deduction will become effective in the first pay week following the semiannual payment of vacation pay on November 30, 1984.

## Article 14

### SENIORITY

14.1 The retention of employees covered by this Agreement with greater than 3 months seniority shall be governed by the following, if capability and performance are approximately equal:

- (a) availability of employment in their respective trade at the project or work location;
- (b) length of seniority with the Employer.

14.2 In all cases of layoffs or reduction of forces, the Employer will provide one hour's notice of layoff or one hour's pay as a penalty for failing to notify.

14.3 Because the policy of the Employer precludes entering of time by supervisors on employee time sheets for time not worked, it is agreed that a reasonable allowance shall be made by the Employer's pay office where an unreasonable amount of waiting time or travel is required from the employee for layoff procedures.

\* **"Vacationable gross earnings" means pay for regular hours, overtime, premium pay, shift differential, retroactive pay adjustments, inclement weather, reporting pay, call-in, Saturday and Sunday premiums and trade training.**

## Article 15

### PAY PERIODS

- 15.1 Employees shall be paid weekly and payment will be made for any given week not later than the sixth working day after the close of the payroll period.
- 15.2 The parties agree to discuss the option of the Employer establishing direct deposit for an employee's pay should such a pay process become available during the term of the Collective Agreement. The establishment of a direct deposit pay system will only occur upon mutual acceptance by the parties.
- 15.3 The final paycheque will be dated no later than the regular pay day for the former employee's final pay period.

## Article 16

### WAGE RATES AND WORKING CONDITIONS

- 16.1 Wage rates are set out in the wage schedule attached hereto.
- 16.2 The rates for all Subforemen covered by this Agreement shall be the appropriate Journeyman rate plus \$1.20 per hour.
- 16.3 The trades' wage schedule will be drawn up in accordance with the Table of Relationships, which is shown in the wage schedule. This table indicates the relationship to be maintained between the basic classifications within the Union. Changes in basic classification wage rates shall be accompanied by changes in the subsidiary classification wage rates in accordance with the percentages shown in the table.
- 16.4 Payment in lieu of pension, welfare and SUB will be paid to the employee as a special allowance. This special allowance will be paid to all employees on the basis of \$1.50 per hour worked.
- 16.5 *Construction Radiation Protection Assistant* (R.P.A) is a Construction Trades Person who has achieved the full radiation qualification (Green) via the approved Ontario Power Generation (formerly part of Ontario Hydro) Training Program, plus has successfully completed the construction R.P.A. training and checkouts, also 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.

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.

## Article 17

### **HOURS OF WORK**

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

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 Ontario Power Generation (formerly part of Ontario Hydro) and the Union.

#### 17.1 One (1) or Two (2) Shift Operation

The weekly hours of work 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 (Monday to Friday inclusive) for an employee may be arrived at by having the employee work four (4) consecutive ten-hour shifts or by having the employee work five (5) consecutive eight-hour shifts. Weekly hours of work will be established for a minimum period of two (2) weeks. If a project site intends to change the weekly hours of work, a minimum of two (2) weeks written notice shall be given to the Local Union.

**REV** The start time for the day shift shall be 8:00 am with a possible one (1) hour variance either way. The start time for the afternoon shift shall be immediately following the day shift or within one (1) hour either way to coincide with the end of the day shift.

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.

## 17.2 Three (3) Shift Operation

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

Those employees working on the day shift shall work eight (8) hours 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.

## 17.3 Seven Day Shift Schedule

- (a) When working under the provisions of this Seven Day Shift Schedule all conditions listed below will supersede those contained in other Articles of the collective agreement. Where this shift schedule is silent, the appropriate Article in the collective agreement applies.
- (b) This shift schedule is intended for work greater than four (4) weeks in duration, however it is recognized that unforeseen circumstances may require the cancellation of this schedule.
- (c) If in the transition onto or off this shift schedule any 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.
- (d) The employee(s) shift schedule consists of four (4) consecutive shifts (day, afternoon or night) followed by four scheduled days off. Shift overlap may be required.
- (e) 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 at least 48 hours notice prior to the implementation of these shift provisions.

### First Shift

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

### Second Shift

Regularly scheduled hours of work of up to ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-seventh of the straight time hourly rate.

### Third Shift

Regularly scheduled hours of work of up to ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth 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 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 the shift.

For employees working regularly scheduled hours, a fifteen (15) minute rest period for each half shift worked, 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 shift starting times, with a possible variance of one (1) hour either way. When this occurs, a revised shift arrangement will be established.

## **Article 18**

### **OVERTIME RATES**

- 18.1 Overtime work performed Monday to Friday inclusive shall be paid at one and one-half times the basic hourly rate.

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

## **Article 19**

### **ABORIGINAL CONTENT COMMITMENT**

- 19.1 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 this collective agreement will not apply to these aboriginal commitments.

## **Article 20**

### **BOARD**

- 20.1 The Union recognizes the Employer's right to charge for board and other existing services. The charge for board shall be set out in Article 21 of this Agreement.
- 20.2 Board Allowance for employees of the Lines and Stations work force and for employees on Special Projects shall be as set out in Article 21 of this Agreement.
- 20.3 As far as is practicable, wherever there are Ontario Power Generation (formerly part of Ontario Hydro) operated camps, shift workers shall be housed in quarters that are not used to house workers on other shifts.

## Article 21

### BOARD AND TRAVEL ALLOWANCE

#### BRUCE, NANTICOKE AND WESLEYVILLE PROJECTS

##### 21.1 TRAVEL ALLOWANCE REV

Travel allowance shall be paid to an employee on the basis of the distance in radius kilometers\* from the Project to where the employee lives. This allowance shall be paid as a subsidy for travel expenses resulting from daily travel between where the employee lives and the Project. This travel allowance will be paid on the following basis:

- |                            |  |
|----------------------------|--|
| 0 to 40 radius kilometers  | - no allowance   |
| 40 to 80 radius kilometers | - \$22.05 effective May 1, 2000 (\$22.55 effective May 1, 2001, \$23.05 effective May 1, 2002, \$23.55 effective May 1, 2003) per day for each day worked or reported for. |
| over 80 radius kilometers  | - \$23.05 effective May 1, 2000 (\$23.55 effective May 1, 2001, \$24.05 effective May 1, 2002, \$24.55 effective May 1, 2003) per day for each day worked or reported for. |

##### 21.2 BOARD ALLOWANCE

Subsistence allowance shall be paid to an employee on the basis of the distance in radius kilometers from the Project to the employee's regular residence\*\*.

\* **"Radius kilometers" shall be measured from the centre of a line drawn between the two turbine halls on the project.**

\*\* **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 type of situation such as a hotel/motel room, or 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 is forced to obtain temporary accommodation at that work location.**

The following conditions will apply for employees whose regular residence is more than 80 radius kilometers from the Project:

- (a) An Employer may supply either:
  - (i) free board in camp (evaluated at \$25.00 per day); or
  - (ii) a subsistence allowance.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:

When an employee's regular residence is more than 80 radius kilometers from the Project, he shall be paid a subsistence allowance of \$38.00, for each day worked or reported for.

21.3 An employee shall not qualify for travel or board allowance payments as provided for in subsections 21.1 and 21.2 when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

21.4 To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations more than 80 radius kilometers from the project will be entitled to maximum travel allowance.

### **DARLINGTON AND SIR ADAM BECK PROJECTS**

#### **21.5 TRAVEL ALLOWANCE REV**

Travel allowance shall be paid to an employee on the basis of the distance in radius kilometers\* from the Project to where the employee lives. This allowance shall be paid as a subsidy for travel expenses resulting from daily travel between where the employee lives and the Project. This travel allowance will be paid on the following basis:

0 to 40 radius kilometers	- no allowance
40 to 80 radius kilometers	- \$22.05 effective May 1, 2000 (\$22.55 effective May 1, 2001, \$23.05 effective May 1, 2002, \$23.55 effective May 1, 2003) per day for each day worked or reported for.
over 80 radius kilometers	- \$23.05 effective May 1, 2000 (\$23.55 effective May 1, 2001, \$24.05 effective May 1, 2002, \$24.55 effective May 1, 2003) per day for each day worked or reported for.

\* **"Radius kilometers" shall be measured from the centre of a line drawn between the two turbine halls on the project.**

21.6 BOARD ALLOWANCE

Employees employed at the Project whose regular residence\* is more than 80 radius kilometers from the Project will be entitled to the maximum travel allowance.

21.7 An employee shall not qualify for travel or board allowance payments as provided in subsections 21.5 and 21.6 when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

**LAKEVIEW, PICKERING AND LAMBTON PROJECTS**

21.8 TRAVEL ALLOWANCE  
REV

Travel allowance shall be paid to an employee who is not on free room and board or subsistence allowance on the basis of the distance in radius kilometers\*\* from the Project to where the employee lives. This allowance shall be paid as a subsidy for travel expenses resulting from daily travel between where the employee lives and the Project. This travel allowance will be paid on the following basis:

0 to 40 radius kilometers	- no allowance
40 to 80 radius kilometers	- \$22.05 effective May 1, 2000 (\$22.55 effective May 1, 2001, \$23.05 effective May 1, 2002, \$23.55 effective May 1, 2003) per day for each day worked or reported for.
over 80 radius kilometers	- \$23.05 effective May 1, 2000 (\$23.55 effective May 1, 2001, \$24.05 effective May 1, 2002, \$24.55 effective May 1, 2003) per day 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 type of situation such as a hotel/motel room, or 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 is forced to obtain temporary accommodation at that work location.**

\*\* **"Radius kilometers" shall be measured from the centre of the turbine hall on the Project.**

- 21.9 An employee shall not qualify for travel allowance payments as provided for in subsection 21.8 when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

## **Article 22**

### **REST PERIODS**

- 22.1 Fifteen minutes will be allotted at the direction of Management for employees to rest or to drink coffee, etc, at their place of work for each half shift worked.
- 22.2 Employees on overtime work shall be allowed the normal rest period taken by other employees working normal hours. If no other group of employees is working, a normal rest period shall be allowed after approximately two hours of overtime.

## **Article 23**

### **LUNCHROOM FACILITIES**

- 23.1 The Employer agrees to provide clean and adequately heated facilities for employees to eat their lunch at all major work locations, where such facilities may reasonably be provided.

## **Article 24**

### **MEALS ON UNSCHEDULED OVERTIME**

- 24.1 If an employee is notified during the time he is working that he will be required to continue working more than two hours past his normal quitting time that day, the Employer will provide a free meal to the employee after approximately two hours of overtime worked and for each four hours of overtime worked thereafter. The employee will be allowed thirty (30) minutes paid at the straight-time rate to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

## **Article 25**

### **WELFARE, PENSION AND SUB**

- 25.1 In lieu of payments to welfare, pension and SUB plans, the Employer will continue to incorporate in the wage rates the amount of welfare, pension and SUB payments as specified in the "Wage Rates and Working Conditions" article of this Agreement.

## **Article 26**

### **INCLEMENT WEATHER**

- 26.1 When an employee reports for work but is unable to commence work because weather conditions are inclement, he shall receive two (2) hours' pay at the appropriate rate, providing he remains at his place of work for two (2) hours, unless given permission to leave by the Employer.
- 26.2 When an employee reports for and commences work, but is unable to continue work because weather conditions are inclement, he shall receive two (2) hours' pay at the appropriate rate or pay for the actual time worked for that shift whichever is greater.

## **Article 27**

### **ALLOWANCE FOR REPORTING TO WORK**

- 27.1 When employees have not previously been notified of the lack of work, four (4) hours' pay will be allowed when an employee reports for work but is not given an opportunity to work because none is available. This allowance will be paid an employee if he is requested to report for work for the start of the shift and will also be paid if he is requested to report for work in the second half of the same shift, together with travel allowance, if applicable. It is not intended by this Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours for that day.
- 27.2 Where a job is shut down to avoid the possible loss of human life because of an emergency situation such as an H<sub>2</sub>S leak, bomb threat, fire, etc, that could endanger the life and safety of employees, employees sent home will be paid only for hours actually worked.

## **Article 28**

### **CALL-IN**

- 28.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four hours' work at the appropriate premium rate, plus travel allowance where applicable. If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time he commences work until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work.

## **Article 29**

### **TOOLS AND CLOTHING**

- 29.1 Employees shall be required to provide themselves with the ordinary hand tools of their trades, based on established trade union practices at the time of signing of this Agreement. The Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with the Employer.
  - (b) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft from locked storage provided by the Employer.
- REV** (c) In the event of loss by fire at the Employer's camp or on the work site in a storage area designated by the Employer, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$300.00 for the loss of personal clothing will be made.
- 29.2 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.

- 29.3 Employees will immediately report the theft or loss of any Employer supplied tools or clothing, and the Employer will charge any employee who fails to do so, the value of such tools or clothing.
- 29.4 On dirty and/or corrosive work in which employees' clothes may be permanently damaged, the Employer shall supply and maintain the appropriate protective clothing at no cost to the employee. Such protective clothing will remain the property of the Employer and will be returned by the employee upon completion of the work involved.
- 29.5 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$8.00 per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

### **Article 30**

#### **UNION STEWARDS**

- 30.1 Union representatives accredited under Article 4 shall inform the appropriate Personnel Officer or Personnel Manager in writing of the names of all Stewards as they are appointed and when they cease to act as Stewards. Stewards will not leave their work area without permission from their immediate supervisor.
- 30.2 In the event of a work stoppage or threat of a work stoppage or any other employee activity prohibited by this Agreement, affected Stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employees is prevented or stopped.
- 30.3 The Union shall be given written notice when a Steward is released by the Employer. Under normal conditions, the Chief Steward will be the last employee to be retained by the Employer in a layoff situation, provided the Chief Steward is able to perform the work required in Management's opinion.
- 30.4 Where practical and when an additional person is required for a crew, the Union Steward shall be given the first opportunity to work overtime, provided he is capable of performing the work.
- 30.5 No foreman or subforeman will be appointed or permitted to act as steward.

## **Article 31**

### **SPECIAL PROJECTS AND MISCELLANEOUS PROJECTS**

- 31.1 The Employer will advise the Union as far in advance as possible of any new construction undertakings planned for the Construction Field Forces of the Employer's Generation Projects Division. The parties will convene a meeting before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement.
- 31.2 Any work or project undertaken by the Construction Field Forces of the Employer's Generation Projects Division which will require more than one year to complete and the employment of more than 100 men at one time will be regarded as a Special Project.

## **Article 32**

### **TRADES TRAINING**

- 32.1 Both parties to this Agreement acknowledge the Employer's and the Union's responsibility respectively in the training of staff to meet the Employer's current and future needs. To this end, the Union will join with the Employer in the training of tradesmen. The Employer agrees to maintain a training program appropriate to its needs and to the class and character of its work.
- 32.2 Where there are four (4) or more Journeymen from the bargaining unit employed at a work location, consideration will be given to the hiring of apprentices.

## **Article 33**

### **ORGANIZATION STRUCTURE**

- 33.1 In that the Employer is engaged in the diversified construction of hydraulic, thermal and nuclear generation and transmission and transformation facilities, the ratio of supervisors to tradesmen must, by necessity, relate to the wide variety of work undertaken. Therefore, in general, the organizational structure follows the line of Superintendent, General Foreman, Foreman, Subforeman, and tradesmen. The crew complement may differ in size and skills to reflect the requirements of the work.

**Article 34**

**BEREAVEMENT LEAVE**

34.1 An employee will be released from duty, without pay, for a period of up to five (5) days in the event of the death of a member of the immediate family.

**Article 35**

**TERM OF AGREEMENT**

35.1 This Agreement shall continue in full force and effect from May 1, 2000, until  
**REV** April 30, 2004, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

In witness whereof, the Employer and the Union have caused this Agreement to be executed in their names by duly authorized representatives at this 15th day of May 2003.

**For:**

**ONTARIO POWER GENERATION  
(formerly part of Ontario Hydro)**

Julie Mitchell  
**Vice-President  
Labour Relations and HR Business Strategy  
Corporate Human Resources**

**For:**

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**

Patrick Murphy  
**Grand Lodge Representative**

Ches Tulk  
**Steward**

David Smith  
**Steward**

Ron Hunt  
**Steward**

# LETTER OF UNDERSTANDING

between

**Ontario Power Generation  
(formerly part of Ontario Hydro)**

and

**The International Association of Machinists  
and Aerospace Workers**

## Employment Referrals to Generating Facilities

It is agreed by the parties to this Letter of Understanding that, prior to any member being referred for employment to any Ontario Power Generation generating facility, the member must first submit to a security check. Only members who successfully obtain security clearance will be referred to the facility for employment. Once a member has been hired on, they will receive an allowance of \$ 50.00 on their first week's paycheque, in consideration of their time spent filling out the security clearance forms.

The union will be notified in writing of the names of the individuals who were not successful in obtaining security clearances.

The parties to this Letter of Understanding also acknowledge that this pre-clearance process does not prohibit the Union from filing a grievance on behalf of any member who is refused employment due to their failure to obtain security clearance.

Dated at Toronto this 18th day of May, 2000.

*Rick Currie*

*Sam Connor*

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for Ontario Power Generation  
(formerly part of Ontario Hydro)

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for the International Association of  
of Machinists and Aerospace Workers