

PRINCIPAL AGREEMENT

between

**ONTARIO POWER GENERATION INC.
(hereinafter called "OPGI" or "The Employer")**

and

**THE BRICK AND ALLIED CRAFT UNION of CANADA
(hereinafter called the 'BACU')**

May 1, 2004 – April 30, 2010

**OPGI/BACU COLLECTIVE AGREEMENT
GENERAL NOTE**

This Collective Agreement distinguishes between two broad categories of work; namely, work that is covered by the “*modified provisions*” of this construction agreement and work that is not. “*Modified provisions*” apply to most work on existing generating sites. Following is a more detailed explanation:

The “*Modified Provisions*” of this Construction Agreement will apply to:

all work on existing generating sites except the construction of:

- a new facility which provides a new function
- a new (ie. additional) generating unit

Appendix C contains the “*Modified Provisions of this Construction Agreement*”. All terms of this collective agreement shall apply to work covered by Appendix C, with the exception of Article 20 - Hours of Work, Article 15 - Daily Travel Allowance and Room and Board, Article 16 Overtime and Article 14 Reporting Pay. The above Articles 20, 15, 16 and 14 do not apply when working under the terms and conditions of the “*modified provisions*”, as these Sections are replaced by Appendix C.

When work does not fall within the scope of Appendix C, all terms of this agreement, with the exception of Appendix C, apply.

A chart to illustrate the above applications follows:

Generating - Existing Sites <u>Excluding</u> construction of new facility (new function) &/or new (additional) generating unit(s)	Generating – Existing Sites <u>Involving</u> construction of new facility (new function) and/or new (additional) generating unit(s)	Generating - New Sites (ie. Greenfield Work)
<i>Use Appendix C - Modified Provisions</i>	Use all the provisions of the Collective Agreement, except Appendix C.	Use all the provisions of the Collective Agreement except Appendix C.

OPGI/BACU COLLECTIVE AGREEMENT

INDEX

General Note re Modified Provisions

Article 1	Recognition	1
Article 2	Term of Agreement	1
Article 3	Management Rights	2
Article 4	Safety	2
Article 5	Apprentices	3
Article 6	Older Members	4
Article 7	Recognized Holidays	5
Article 8	Accredited Union Representatives	5
Article 9	Union Stewards	6
Article 10	Work Assignment	6
Article 11	Jurisdictional Disputes	7
Article 12	Employment and Union Security	8
Article 13	Pay Procedure	9
Article 14	Reporting Pay	11
Article 15	Daily Travel Allowance and Room and Board	12
Article 16	Overtime	16
Article 17	Work Break	18
Article 18	Standoff	18
Article 19	Tools and Clothing	19
Article 20	Hours of Work	20
Article 21	Grievance Procedure	23
Article 22	Arbitration	24
Article 23	No Strike - No Lockout	25
Article 24	Radiation Work	25
Article 25	Aboriginal Content Commitment	26
Article 26	Wages	26
Appendix A	Moose River Basin: Northern Ontario	27
Appendix B	7-Day Coverage – Nuclear Sites	29
Appendix C	Modified Provisions of this Construction Agreement	31
Appendix D	Refractory Conditions	38
Appendix E		42
Statement of Understanding – Employment Referrals		44
Signing Page		45

COLLECTIVE AGREEMENT

by and between

ONTARIO POWER GENERATION Inc

(hereinafter called 'OPGI' or "the employer")

and

BRICK AND ALLIED CRAFT UNION of CANADA

(hereinafter called 'BACU')

WHEREAS it is the desire of the parties to conclude an agreement with a new concept designed to bring stability, harmony, and an effective method to amicably resolve problems in the electrical power systems sector of the construction industry, in the Province of Ontario;

NOW THEREFORE the parties hereby agree as follows:

Article 1

RECOGNITION

- 1.1 OPGI recognizes BACU as the exclusive bargaining agent of all bricklayers, stonemasons and plasterers, their respective apprentices, improvers and working foremen in the employ of OPGI engaged in all construction industry work performed in the province of Ontario on Ontario Power Generation property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.
- 1.2 The term 'employee' shall include all employees of OPGI in the classifications set out in 1.3 below:
- 1.3 The following is a list of classifications covered by this Agreement:

Working foreman	Sub-foreman
Bricklayer journeyman	Bricklayer apprentice
Bricklayer improver	Stonemason journeyman
Stonemason apprentice	Stonemason improver
Plasterer journeyman	Plasterer apprentice
Plaster improver	

- 1.4 The classifications referred to in Section 1.3 do not establish craft jurisdiction. Such jurisdiction is established in Section 10.1.
- 1.5 OPGI and BACU agree the use of nomenclature is meant to refer to both genders.
- 1.6 The collective agreement requires Ontario Power Generation Inc. to contract and subcontract work in accordance with its past practice and the past practice of its predecessor.

For the life of the current collective agreement, the parties acknowledge and agree that such practice is to contract and subcontract work covered by the current collective agreement only to employers who apply all of the terms and conditions of the current collective agreement to the performance of such work.

Contractors and subcontractors are required to sign Appendix E.

The parties agree that this acknowledgement and agreement will end with the expiry of the current collective agreement.

- 1.7 The term "Local Union" in this Agreement refers to local unions identified by the BACU as having specific territorial jurisdiction under this Agreement.

Article 2

TERM OF AGREEMENT

- 2.1 This Agreement shall continue in full force and effect from May 1, 2004 until April 30, 2010 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless, not more than 120 days and not less than sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement

Article 3

MANAGEMENT RIGHTS

- 3.1 BACU agrees and acknowledges that OPGI has the exclusive right to manage the business and to exercise such right without restrictions save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.
- 3.2 Without restricting the generality of the foregoing section, it is the exclusive function of OPGI:

- (a) to hire, direct, promote, demote, lay off, transfer, discipline and discharge any employee and to increase and decrease working forces, provided that a claim that an employee has been discharged or disciplined without cause may be the subject of a grievance and dealt with, as herein provided;
- (b) to determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.

Article 4

SAFETY

- 4.1 It is mutually agreed by both OPG and BACU that they shall comply with The Occupational Health and Safety Act and Regulations for Construction Projects and as amended from time to time.
- 4.2 Mason lines, paper cups and potable drinking water shall be supplied to the employees, from a clean covered container having a drain faucet, and an adequate supply of potable drinking water and paper cups shall be readily accessible for the workmen at all times. All such cups shall be deposited in receptacles, as provided.

OPG agrees to supply all special tools and equipment which are not normally contained in the tool kits of the employees covered by this Agreement.

- 4.3 It is agreed that when using 20 cm solids (100%), 25 cm and 30 cm regular, semi-solid (75%) and solid (100%) standard aggregate concrete blocks, two (2) employees shall work in pairs to lay said blocks. This shall not, however, apply to L.W. block, such as cinder, haydite or slag, other than 25 cm (100% solid) and 30 cm semi-solid (75%) or solid (100%) haydite, cinder and slag.

Article 5

APPRENTICES

- 5.1 OPG and BACU mutually agree that, in the best interests of the Industry, Apprentices ought to be hired and properly trained, and further agree that a provincial training trust fund shall be established immediately.
- 5.2 Indentured Apprentices must be registered with the Industrial Training Branch, Ministry of Colleges and Universities.

5.3 The minimum rate for Apprentices and Improvers shall be:

- 50% of a Journeyman's rate for the first period
- 65% of a Journeyman's rate for the second period
- 80% of a Journeyman's rate for the third period
- 90% of a Journeyman's rate for the fourth period.

The minimum rate for Apprentices who successfully complete the modified Apprenticeship Program at the Ontario Masonry Training Centre shall be as follows:

- 65% of a Journeyman's rate for the first "400 hours" on the job site
- 72% of a Journeyman's rate for the next "400 hours" (401-800)
- 80% of a Journeyman's rate for the next "400 Hours" (801-1200)
- 90% of a Journeyman's rate for the next "400 Hours" (1201-1600)
- 100% of a Journeyman's rate after 1600 hours on the job site.

5.4 No Apprentice shall operate a Masonry Saw for more than eight (8) hours in any one work week.

5.5 For the purpose of continued employment Apprentices or Improvers may be transferred to any Local of the Union, providing that the Local Union in which the Apprentice is to work does not have any Apprentices or Improvers available for employment.

5.6 The ratio of Apprentices or Improvers to be applicable to any one project shall be one (1) Apprentice or Improver for the first Journeyman employed plus an additional Apprentice or Improver for each additional five (5) Journeymen employed; said Apprentices or Improvers will be registered with the Union and will be paid a rate of wages not less than stated above.

5.7 OPG's participation in wages while the Apprentice is attending trade school shall be a minimum of twenty-five dollars (\$25.00) per week. However, an Apprentice shall apply and if eligible to receive EI benefits, this provision shall not be applicable when such benefits commence.

Article 6

OLDER MEMBERS

6.1 OPG agrees that where six (6) or more employees are employed, that OPG shall hire, if available, one (1) employee who comes within the category of "Older Member". The Union further agrees that the Older Member may be hired either before the work force reaches the number of six (6) or when a seventh employee is required and similarly as the employee work force increases.

- 6.2 It is understood and agreed that the employment of Older Members means that the ratio applicable is in terms of the total number of the Bricklayer, Stonemason or Plasterer work force employed by Trade by a single Employer.

Article 7

RECOGNIZED HOLIDAYS

- 7.1 The Holidays recognized 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

and Heritage Day when it is declared a holiday by the Government of Ontario under the Employment Standards Act.

- 7.2 OPGI reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday or Thursday.
- 7.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

Article 8

ACCREDITED UNION REPRESENTATIVES

- 8.1 BACU will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. BACU will notify OPGI 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. Such representatives, after identifying themselves to OPGI upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. BACU undertakes that these representatives will not hinder or interfere in any way with the said work.

Article 9

UNION STEWARDS

- 9.1 Accredited Union Representatives shall inform OPGI of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied. Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Chief Steward be designated and attend, as part of the Chief Steward's duties, on behalf of the accredited union representative.
- 9.2 BACU shall receive written notice before the employment of a steward is terminated and provided the steward is able to perform the work required, he will be one of the last 2 employees to be retained in a layoff/standoff situation.
- Should the work resume, he shall be one of the first employees recalled.
- 9.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 9.4 No foreman or subforeman shall be permitted to act as a steward.

Article 10

WORK ASSIGNMENT

- 10.1 OPGI recognizes the traditional work jurisdiction of the union and when making assignments agrees to assign in accordance with this.
- 10.2 (a) A markup process will be utilized when OPGI intends to perform work on a project site*. The purpose of this markup process is to indicate to BACU the work which is planned to be carried out by OPGI in order to minimize the potential for jurisdictional disputes.
- (b) 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 BACU's right to contest previously disputed work.

- (c) When OPG has work that is less than a 3 week duration and there are ten (10) or fewer employees employed on this specific work, BACU will be notified of the scope of work and OPG's proposed work assignments. BACU will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to OPG for consideration. OPG will notify BACU of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 10.2(b) or 10.2(c) will be reviewed and assigned at a markup meeting.
- (e) OPG will provide written notice to BACU 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.
- (f) OPG shall make a proposed assignment of the work involved. OPGI shall be responsible for providing copies of proposed assignments to those attending the markup meeting. OPGI will specify a reasonable time limit for BACU to submit evidence of their claims. OPGI will evaluate all evidence submitted and make a final assignment of the work involved. OPGI will advise BACU of the final assignments prior to the work commencing.
- (g) OPGI will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to BACU.
- (h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by OPGI to adhere to the appropriate trade jurisdiction.

* ***For the purposes of this Article, Nanticoke, Lambton, Lakeview/Hearn, Pickering, Darlington and the 5 Electricity Production Zones are each considered individual project sites.***

Article 11

JURISDICTIONAL DISPUTES

- 11.1 In the event that a jurisdictional dispute arises over a work assignment, such assignments will remain in effect until the dispute is resolved, if necessary, by the Ontario Labour Relations Board, and will not interfere in any way with the progress of the work.
- 11.2 In the event the Union elects to pursue or respond to the Jurisdictional Dispute, the Board pursuant to the Act is not authorized to award damages in respect of

a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph shall not apply when the Jurisdictional Dispute and the mis-assignment of work results from a bad faith assignment on the same work that was previously the subject of a Jurisdictional Dispute before the OLRB.

- 11.3 OPGI shall have direct recourse to the Ontario Labour Relations Board when the Board has under its consideration a dispute involving the assignment of work being done by employees covered by this agreement.

Article 12

EMPLOYMENT AND UNION SECURITY

- 12.1 An office will be established by OPGI for each Project. A purpose of this office will be to coordinate employment, as specified in this Article.
- 12.2 OPGI and BACU will exchange the names of their representatives in each areas. These individuals will be responsible for cooperating in the referral and employment of reliable and competent union members.
- 12.3 The employment of tradesmen, apprentices and improvers shall be carried out on the following basis and sequence:
- (a) OPGI agrees to first hire members of the Local Union on projects within the territorial area of the Local Union. The Employer shall hire through the Local Union office 100% of all Bricklayers, Masons and Plasterers who are members of the Union as long as the Local Union is able to supply members in sufficient numbers to take care of the needs of the Employer. 50% of this number may be name requests. This ratio shall be maintained at all times. It is agreed that the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union, but not from one sector to another. It is agreed that all members must produce a referral slip signed by the Business Representative before being hired or starting work.
 - (b) This also applies to the out-of-town men coming to work within the jurisdiction of the Local Union and no other means of hiring will be allowed. All employees in the employ of OPGI shall be members in good standing as long as they are employed by OPGI. It is agreed that the Union will give preference to OPGI in the employment of its union members and OPGI agrees to first hire and to employ Local Union members.

- (c) Should OPGI's requirements still not be complied with, it shall have the right to hire employees from other sources, providing such employees make application to become members of BACU prior to commencement of work.

12.4 Union Membership

As a condition of employment, all employees and working foremen covered by this Agreement shall either be members of, or will apply for membership in, the Union and, with respect to initiation fees and dues, will maintain such membership in good standing.

- 12.5 OPGI shall deduct union dues from each employee's and working foreman's wages. Such dues shall be deducted monthly and forwarded to the designated officials of the Union on or before the 15th day of the month following the month in which the deductions are made. The Union will indemnify OPGI for any liability arising from the deduction of union dues.

Wage schedule, dues and remittance changes are to be provided in writing to Ontario Power Generation Inc. and changes shall only take place during the months of April and November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be within 30 days of change notice. All remittances will be in cents per hour worked.

The first year and the fourth year of the collective agreement will not necessarily be April and November. They will be upon signing of the collective agreements.

- 12.6 It is agreed that if a company is comprised of two or more Principals or Owners not more than one Principal or Owner shall be permitted to work with the tools of the trade on any one project. Any Principal or Owner working with the tools of the trade or any member of the Union shall only do so in compliance with the same working conditions having particular regard to the hours of work and other related working conditions.

Article 13

PAY PROCEDURE

- 13.1 NORMAL

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. Any employee failing to receive his pay on his regular payday shall give notice to his Employer or his representative. If the Employer does not make payment of wages before twelve-noon on the following working day, the Employer shall

pay two (2) hours' pay at the applicable straight time hourly rate in addition to his wages to the employee.

- (a) Wages shall be paid by OPGI on the job site, before quitting time, in cash, cheque or by **direct deposit**, payable at par in the locality of the job site. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (i) the period of time or the work for which the wages are being paid;
 - (ii) the rate of wages to which the employee is entitled;
 - (iii) the amount of wages to which the employee is entitled;
 - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (v) any allowance or other payment to which the employee is entitled;
 - (vi) the amount of vacation pay for which the employee is being credited;
 - (vii) the amount of statutory holiday pay for which the employee is being credited; and
 - (viii) the net amount of money being paid to the employee.
- (b) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.
- (c) The parties agree to direct deposit for direct hire employees of Ontario Power Generation Inc. An employer will provide assistance to employees who require assistance obtaining bank accounts. Employers other than Ontario Power Generation Inc. may implement direct deposit with employee consent.

13.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.
- (b) Employees who do not receive their pay, record of employment and hospitalization forms per (a) above shall receive two (2) hours' pay at the regular hourly rate for each working day or designated shift until such time as OPGI mails the employee's pay by registered or certified mail. The days for which the allowance of two (2) hours is paid shall not include the day on which the employee's pay was mailed.

- (c) An employee who is discharged shall be provided with his final pay immediately if OPGI's pay facilities are on site or as per 14.2(b) if OPGI's pay facilities are not on site.
- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

When possible, the Employer shall notify BACU three (3) days prior to layoff.

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on OPGI's payroll until normal date of layoff.

Article 14

REPORTING PAY

REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

- 14.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shifts pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 14.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 14.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

Article 15

DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

Article 15 is applicable to work at Existing Generating Sites where work involves construction of a new facility (new function) and/or new (additional) generating unit(s) and at New Generating Sites (i.e. Greenfield Work).

For work at Existing Generating Sites excluding work involving construction of a new facility (new function) and/or new (additional) generating unit(s) please refer to Section 1, Appendix C - Modified Provisions of this Construction Agreement.

DAILY TRAVEL ALLOWANCE

- 15.1 The daily travel allowance will be paid by OPGI to employees who are not receiving room and board as referred to in Section 17.2, on the following basis:
- (a) If an employee lives within twenty (20) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 20 to 40 radius kilometers of the project, he shall receive \$17.80 per day travel allowance effective March 3, 2005 (\$18.15 effective May 1, 2005, \$18.50 effective May 1, 2006, \$19.25 effective May 1, 2007, \$19.65 effective May 1, 2008 and \$20.05 effective May 1, 2009) for each day worked or reported for.
 - (c) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$21.15 per day travel allowance effective March 3, 2005 (\$21.55 effective May 1, 2005, \$22.00 effective May 1, 2006, \$22.90 effective May 1, 2007, \$23.35 effective May 1, 2008, \$23.80 effective May 1, 2009) for each day worked or reported for.
 - (d) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$24.55 per day travel allowance effective March 3, 2005 (\$25.05 effective May 1, 2005, \$25.55 effective May 1, 2006, \$26.55 effective May 1, 2007, \$27.10 effective May 1, 2008 and \$27.65 effective May 1, 2009) for each day worked or reported for.
 - (e) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$28.20 per day travel allowance effective March 3, 2005 (\$28.75 effective May 1, 2005, \$29.30 effective May 1, 2006, \$30.45 effective May 1, 2007, \$31.05 effective May 1, 2008 and \$31.70 effective May 1, 2009) for each day worked or reported for.
 - (f) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 17.2

below, he will receive \$32.60 per day travel allowance effective March 3, 2005 (\$33.25 effective May 1, 2005, \$33.90 effective May 1, 2006, \$35.25 effective May 1, 2007, \$35.95 effective May 1, 2008 and \$36.65 effective May 1, 2009) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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.

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

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

ROOM AND BOARD

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

- (a) OPGI may supply either:
 - (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
 - (ii) a subsistence allowance;

subject to Sections 17.2(b), (c) and (d) below.

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$64.50 per day effective March 3, 2005 (\$65.80 effective May 1, 2005, \$67.10 effective May 1, 2006, and \$69.80 effective May 1, 2007, \$71.20 effective May 1, 2008 and \$72.60 effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River and \$79.05 per day effective March 3, 2005 (\$80.65 effective May 1, 2005, \$82.25 effective May 1, 2006, \$85.55 effective May 1, 2007, \$87.25 effective May 1, 2008 and \$89.00 effective May 1, 2009) for each day worked or reported for when employed at a location north of the French River subject to Sections 1.2(c) and 1.2(d) below.

- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled \$39.10 per day effective March 3, 2005 (\$39.90 effective May 1, 2005, \$40.70 effective May 1, 2006, \$42.30 effective May 1, 2007, \$43.15 effective May 1, 2008 and \$44.00 effective May 1, 2009) worked or reported for.
- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$51.50 per day effective March 3, 2005 (\$52.55 effective May 1, 2005, \$53.60 effective May 1, 2006, \$55.75 effective May 1, 2006, \$56.85 effective May 1, 2008 and \$58.00 effective May 1, 2009) 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 is forced to obtain temporary accommodation at that work location.***
- 15.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 15.1 and 15.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.
- 15.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 15.5 BACU recognizes OPGI's right to charge for board and other existing services. OPGI fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is

excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.

- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
- (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

* ***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 is forced to obtain temporary accommodation at that work location.***
- 3. For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence.***
- 4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply.***

Article 16
OVERTIME

**Article 16 is applicable to work which is *not* covered by Section 3
Appendix C - Modified Provisions of this Construction Agreement.
Please refer to the *GENERAL NOTE* preceding
the Index Page of this Agreement**

16.1 Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half (1-1/2) times the basic wage rate as defined in Article 24 - Wages for the first two (2) hours worked. Work performed in excess of the first two (2) hours shall be paid at the rate of two (2) times the basic wage rate, as defined in Article 26 - Wages.

16.2 Notwithstanding Section 16.1 above, work performed in excess of regular hours of work Monday to Friday shall be paid at two (2) times the basic wage rate, as defined in Article 24 - Wages in the following Local Union Areas.

#1	Hamilton	#23	Sarnia
#5	Windsor and London	#29	Thunder Bay
#12	Kitchener	#29	Sault Ste. Marie

16.3 Work performed on Saturdays, Sundays and Holidays recognized under this Agreement, shall be paid at two (2) times the basic wage rate, as defined in Article 26 - Wages.

16.4 All employees shall cooperate with the Employer in performing overtime work when such is reasonably required.

16.5 Wherever practical, the Chief Steward will be informed of all overtime.

16.6 MEALS ON OVERTIME

Scheduled Eight (8) Hour Shifts

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 the first or second shifts or for more than three and one half (3 ½) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when

work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

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 or Recognized Holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one half (6 ½) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

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

Article 17

WORK BREAK

- 17.1 It is agreed that employees shall be given two (2) fifteen (15) minute breaks on each regular shift, with no loss of pay, to be taken at a place designated by OPGI. OPGI shall exercise its discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such breaks at the midway points of each half shift. Where a normal half shift is less than four (4) hours, there shall be no rest period in that half shift.
- 17.2 OPGI shall provide accommodation with adequate tables and seating facilities for employees covered by this Collective Agreement. This shelter shall be provided at the commencement of the work. Adequately heated accommodation separate from changerooms and washrooms shall be provided by OPGI 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.
- 17.3 Employees shall receive a one half hour unpaid lunch break.

Article 18

STANDOFF

- 18.1 When unable to proceed with his work, OPGI may elect to Standoff part or all of a crew. The parties agree Standoff is not intended to circumvent the layoff procedure.
- The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by OPGI during normal working hours. A Record of Employment will be issued upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.
- 18.2 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. OPGI retains recall rights on employees electing to continue Standoff.

- 18.3 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff – Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.
- 18.4 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of OPGI and the Union, in writing.
- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:
 - eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
 - sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
 - twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

Article 19

TOOLS AND CLOTHING

- 19.1 Employees' tools and clothing lost by fire or theft from an OPGI designated storage area shall be compensated for by OPGI on written proof of loss. This provision will include only personal tools and clothing that a tradesman is required to have to perform his normal duties with his Employer.
- 19.2 An employee who has obtained tools from OPGI shall be allowed sufficient time, in the opinion of Management to return such tools to his Employer during working hours. An employee receiving tools from OPGI shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to OPGI.

Employees will immediately report the theft or loss of any OPGI-supplied tools, and OPGI will charge any employee who fails to do so, the value of such tools or clothing.

Gang tools shall be the responsibility of OPGI.

- 19.3 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$12.00 per day (\$15.00 effective May 1, 2006). A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

Article 20

HOURS OF WORK

Article 20 is applicable to work which is not covered by Section 2 Appendix C – Modified Provisions of this Construction Agreement. Please refer to the GENERAL NOTE preceding the Index Page of this Agreement.

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

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 20.2, 20.3, 20.4, 20.5 and 20.6.

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

but not concurrently on the same work program.*

Employees will not be moved from work program to work program to circumvent overtime. Disputes arising from this Article are subject to the grievance procedure.

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) week.

If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

* For the purposes of this section, a work program may be defined as work taking place on a site that could include 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.

Weekly hours of work will be established for a minimum period of two weeks. If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

The start time for the day shift shall be 7:00 a.m. with a possible one (1) hour variance either way. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way to coincide with the end of the day shift.

The 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.

Three (3) Shift Operation

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

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

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential as set out in the trade appendices.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the trade appendices.

20.2 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of any union signatory to this Agreement and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

20.3 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

20.4 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.

20.5 The weekly hours of work for Watchmen shall be as set forth in the Laborers' International Union of North America Appendix, attached hereto.

20.6 The weekly hours of work for Operating Engineers engaged in tunnel work shall be as set forth in the International Union of Operating Engineers' Appendix attached hereto.

20.7 Shift Change

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.

20.8 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 OPGI and BACU.

20.9 LUNCH PERIODS FOR MAJOR PROJECTS

A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

A lunch period will be given no earlier than three and one-half (3-1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

20.10 When an employee is required to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

20.11 Shift differential will not be paid on overtime hours.

Article 21

GRIEVANCE PROCEDURE

21.1 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 OPGI and BACU. In the interests of expediting the procedure, the parties shall process grievances in the following manner:
The grievance procedure and arbitration procedure in Article 27 do not apply to jurisdictional disputes.

21.2 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. If the employee affected is a foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

21.3 SECOND STEP

If a grievance cannot be resolved at Preliminary Discussion, within ten (10) working the Accredited Union Representative may file a formal grievance on the prescribed form with OPGI.

OPGI shall investigate the grievance and within 10 working days convene a meeting which it or the Accredited Representative considers necessary to resolve it and give his reply on the prescribed form to the Accredited Representative of the Union within five (5) working days from the date of the meeting.

21.4 OPGI GRIEVANCES

OPGI grievances will begin at the Second Step. OPGI may submit either policy or specific grievances. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

21.5 TIME LIMITS

The time limits as to both documents and procedures 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, OPGI or BACU 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.

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

21.7 GRIEVANCE FACILITIES

OPGI shall provide the necessary facilities for all grievance meetings.

Article 22

ARBITRATION

22.1 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 21, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either OPGI or BACU 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.

22.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an

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

- 22.3 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.
- 22.4 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 23

NO STRIKE - NO LOCKOUT

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

Article 24

RADIATION WORK

- 24.1 (a) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Regulations and any revisions.
- (b) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Procedures and any revisions.
- (c) Each employee will have access to his personal radiation exposure record.
- (d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
- (e) Short-term employees will be given a guaranteed period of employment at their time of hire.

Article 25

ABORIGINAL CONTENT COMMITMENT

Where an aboriginal commitment has been established on a project, the Union will co-operate in meeting the content commitments.

For a project, 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 those aboriginal content commitments.

Article 26

Wages

26.1 Total Wage Packages as Set Out in Article 26 Shall Be Increased As Follows:

Effective October 8, 2004	\$2.00
May 1, 2005 increase of	\$1.00
May 1, 2006 increase of	\$0.75

Total increase of \$3.75 per hour for the first 3 years of the Agreement.

The last 3 years – ICI increase and date.

The increases are incorporated into the appropriate wage schedules.

The allocation of the wage package shall be provided by the applicable Local Union in writing. The parties agree a Local Union may amend the breakdown of the wage package but in no case will it affect the amount of the total wage package. Subject to amended Article 12.5.

(For clarity the parties acknowledge the foreman rate is \$2.50 per hour above the journeyman rate.)

APPENDIX A

MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) OPGI may elect to provide free room and board in camp at no cost to the employee. Where OPGI elects to provide a camp such employees will not be entitled to receive a daily travel or room & board allowance.
- (b) When OPGI does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 17.1 and 17.2.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized OPGI representative.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

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

Wrap Around

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

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hour's base rate of pay for each eighty (80) kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

APPENDIX B

7-DAY COVERAGE

NUCLEAR SITES

When working under the provisions of this 7-day shift schedule, all conditions listed below will supersede those in the other Articles/Sections of this Collective Agreement. Where this shift schedule is silent, the appropriate Article/Section in the Collective Agreement applies.

These provisions would only apply to work performed on a Nuclear Facility and the work must be covered by the "Modified Provisions of this Construction Agreement.

This shift schedule is intended for work of at least five (5) weeks 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 two or three ten (10) hour per day shift basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

Notice Provision

If this shift schedule is to be used for work on a "planned outage", the Employer will provide the Union with two (2) weeks' notice prior to the implementation of these shift provisions.

Shift Provisions

Day Shift

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

Afternoon Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the appropriate trade appendix for this shift.

Night Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the appropriate trade appendix for this shift.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate overtime rate for that trade. 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.

APPENDIX C
MODIFIED PROVISIONS
OF THIS CONSTRUCTION AGREEMENT

These provisions will apply to all work on existing generating sites except the construction of:

- a new facility which provides a new function
- a new (i.e. additional) generating unit

Definitions:

<i>Facility</i>	Something that is built composed of multi-systems which serves a specific function
<i>Function</i>	Examples - Generation, Administration, Warehousing, Heavy Water Production, Flue Gas Desulphurization, Tritium Removal, Site Services (e.g. Shops)

Dispute Resolution Process

A dispute as to whether the 'Modified Provisions of this Construction Agreement' apply to the construction of a new facility will be referred to a single arbitrator within 10 (ten) working days for a final and binding resolution. The arbitrator shall give an oral decision within 5 (five) working days, and a written decision, if requested, within 20 (twenty) working days.

All terms of this collective agreement shall apply to work covered by this Appendix, with the exception of Article 16 – Reporting Pay, Article 17 – Generation Projects Daily Travel Allowance and Room and Board, Article 23 – Meals on Overtime and Article 26 – Hours of Work.

OPGI/BACU COLLECTIVE AGREEMENT

APPENDIX C

MODIFIED PROVISIONS

OF THIS CONSTRUCTION AGREEMENT

INDEX

Section 1	Daily Travel Allowance and Room and Board
Section 2	Overtime

Section 1

DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

- 1.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 1.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers* of the project, no travel allowance will be paid.
 - (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$21.15 per day travel allowance effective March 3, 2005 (\$21.55 effective May 1, 2005, \$22.00 effective May 1, 2006, \$22.90 effective May 1, 2007, \$23.35 effective May 1, 2008, \$23.80 effective May 1, 2009) for each day worked or reported for.
 - (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$24.55 per day travel allowance effective March 3, 2005 (\$25.05 effective May 1, 2005, \$25.55 effective May 1, 2006, \$26.55 effective May 1, 2007, \$27.10 effective May 1, 2008 and \$27.65 effective May 1, 2009) for each day worked or reported for.
 - (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$28.20 per day travel allowance effective March 3, 2005 (\$28.75 effective May 1, 2005, \$29.30 effective May 1, 2006, \$30.45 effective May 1, 2007, \$31.05 effective May 1, 2008 and \$31.70 effective May 1, 2009) for each day worked or reported for.
 - (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 17.2 below, he will receive \$32.60 per day travel allowance effective March 3, 2005 (\$33.25 effective May 1, 2005, \$33.90 effective May 1, 2006, \$35.25 effective May 1, 2007, \$35.95 effective May 1, 2008 and \$36.70 effective May 1, 2009) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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.

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

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

Modified Provisions

ROOM AND BOARD

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

(a) OPGI may supply either:

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

(ii) a subsistence allowance;

subject to Sections 1.2(b), (c) and (d) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$64.50 per day effective March 3, 2005 (\$65.80 effective May 1, 2005, \$67.10 effective May 1, 2006, \$69.80 effective May 1, 2007, \$71.20 effective May 1, 2008 and 72.60 effective May 1, 2009) for each day worked or reported for when employed at a location south of the French River and \$79.05 per day effective March 3, 2005 (\$80.65 effective May 1, 2005, \$82.25 effective May 1, 2006, \$85.55 effective May 1, 2007, \$87.25 effective May 1, 2008 and \$89.00 effective May 1, 2009) for each day worked or reported for when employed at a location north of the French River subject to Sections 1.2(c) and 1.2(d) below.

- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled \$39.10 per day effective March 3, 2005 (\$39.90 effective May 1, 2005, \$40.70 effective May 1, 2006, \$42.30 effective May 1, 2007, \$43.15 effective May 1, 2008 and \$44.00 effective May 1, 2009) worked or reported for.
- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$51.50 per day effective March 3, 2005 (\$52.55 effective May 1, 2005, \$53.60 effective May 1, 2006, \$55.75 effective May 1, 2006, \$56.85 effective May 1, 2008 and \$58.00 effective May 1, 2009) 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 is forced to obtain temporary accommodation at that work location.***

- 1.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 1.1 and 1.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.
- 1.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 1.5 BACU recognizes OPGI's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
 - (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.

- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
- (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

Section 2

OVERTIME

- 2.1 On Monday to Friday inclusive, overtime work shall be paid at one and one-half (1-1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours.

When overtime is scheduled for Friday or Monday when the regular schedule is 4 X 10 hour shifts the time will be compensated as follows:

First 2 hours	Time and a half
Balance of shift	Double Time

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

- 2.2 All employees shall cooperate with OPGI in performing overtime work.
- 2.3 Wherever practical, the Chief Steward will be informed of all overtime.

APPENDIX D

REFRACTORY CONDITIONS*

1.1 Shift Schedule for Refractory Work

<u>Working Period</u>	<u>Starting Time</u>	<u>Lunch Break</u>	<u>Finish Work</u>	<u>Actual Hours Worked</u>	<u>Hours to be Paid</u>	<u>Sat and Sun</u>
<u>Regular Hours**</u>	8:00 am	12:00-12:30 pm	4:30 pm	8	8	16
<u>Two-Shift Operation</u>						
1st 12 hr	8:00 am	12:00-12:30 pm	8:00 pm*	11	16	24
2nd 12 hr	8:00 pm	12:00-12:30 am	8:00 am*	11	17	25
1st 10 hr	8:00 am	12:00-12:30 pm	6:30 pm	10	12	20
2nd 10 hr	8:00 pm	12:00-12:30 am	6:30 am	10	13	21
1st 9 hr	8:00 am	12:00-12:30 pm	5:30 pm	9	10	18
2nd 9 hr	5:30 pm	9:30-10:00 pm	3:00 am	9	11	19
1st 8 hr	8:00 am	12:00-12:30 pm	4:30 pm	8	8	16
2nd 8 hr	4:30 pm	8:30- 9:00 pm	1:00 am	8	9	17
<u>Three-Shift Operation</u>						
1st Shift	8:00 am	12:00-12:30 pm	4:00 pm	7-1/2	8	15
2nd Shift	4:00 pm	8:00- 8:30 pm	12:00 Mid	7-1/2	9	16
3rd Shift	12:00 Mid	4:00- 4:30 am	8:00 am	7-1/2	9	16

Note: Starting time may be adjusted by mutual consent.

Times for the third work break on a ten (10) hour shift operation, and the second lunch period and third work break on a twelve (12) hour shift operation will be arranged by mutual consent.

* **Meaning "Firebrick, Acid Resistant Structural Materials, Carbon Graphite Materials, Gunite, Acid Resistant, Tar Impregnated Brick and All Other Refractory Materials".**

* **Also to include a hot meal where over ten (10) hour shifts are worked. Time of meal to be arranged by mutual agreement.**

* **On work over a ten (10) hour shift and a hot meal cannot be provided, the Employer agrees to pay the equivalent of 1/2 hourly wage rate at the regular rate in lieu of the cost of the hot meal.**

** **All overtime on the regular hours of work shall be paid at the rate of double time the applicable refractory rates.**

1.2 **Sawman**

- (a) Employees, while engaged as a Sawman, shall receive a premium rate of thirty cents (30¢) an hour above the basic refractory rate for the hours spent operating the saw and shall wear all safety clothing provided.
- (b) All protective equipment to be supplied by the Employer.
- (c) Employers will, where practical, assign one Bricklayer for each saw.

1.3 **Stackwork**

- (a) For work on a stack the wage rate shall be the base rate, as stipulated in Section 1.5 below, refractory conditions plus a premium of two dollars (\$2.00) per hour commencing at the base of the structure and shall cease when the structure is completed. The premium pay shall not apply to reporting pay and further shall not be multiplied by overtime premiums.
- (b) The above premium shall not apply to blast furnace work.

1.4 **Facilities**

- (a) As warranted when graphite, carbon, acid, tar-impregnated brick, gunite work and on all work on blast furnace relines and coke oven repairs, coveralls and gloves shall be provided by the Employer and such clothing shall remain the property of the Employer.
- (b) The Employer agrees to provide clean hot and cold water, soap and clean individual paper towels and provide sufficient time to wash up. Such facilities described herein shall be provided at commencement of the appropriate work herein.
- (c) Where dust conditions prevail, adequate ventilation will be provided, and employees will be provided with proper respiratory equipment.

1.5 **Basic Refractory Wages and Premiums**

- (a) Minimum basic refractory rate shall be paid at a premium of no less than thirty-five cents (35¢) per hour earned over the established rate as set out in the area rate schedules and the wage schedules, attached hereto.
- (b) Employees working with carbon and/or graphite materials shall be paid a premium of fifty cents (50¢) per hour earned over the prescribed basic refractory rate, as set out in Subsection 1.5 (a) above.
- (c) Employees working where the temperature of the immediate working area is one hundred and fifty degrees (150°) Fahrenheit or sixty-five degrees

(65°) Celsius, shall be paid a premium of fifty cents (50¢) per hour earned over the prescribed basic refractory rate, as set out in Subsection 1.5 (a) above.

(d) When refractory work is carried out in Local #12, the base rate of wages shall be the same as that shown for Local 1, Hamilton.

1.6 **Laid Off or Dismissed**

The Employer agrees to notify the Steward forthwith when an employee has been laid off or dismissed.

1.7 **Local 23, Sarnia**

When refractory work is carried out in the geographic area of Local 23, Sarnia, the following conditions shall apply.

(a) **Wages**

In addition to the rates established in the area rate schedules and wage schedules, an additional one dollar and forty cents (\$1.40) per hour shall be paid for the laying of acid and firebrick, also all types of refractory work to include all refractory material. Twenty cents (20¢) per hour (forty cents (40¢) per hour on overtime) above refractory rate of pay to be paid to Nozzle Operators.

(b) **Stacks and Silos**

A premium of two dollars (\$2.00) per hour will be paid above the prevailing wage rate for work up to three hundred feet (300'). This shall include overhand work or free fall area. For each additional fifty feet (50') an additional premium of one dollar (\$1.00) will be paid.

(c) **Shift Work**

Shift work shall be defined as follows:

- (i) an employee or group of employees in relay with one another;
- (ii) when work is scheduled to start after the regular starting time it shall be deemed as shift work;
- (iii) no bricklayer shall work more than one shift in any twenty-four (24) hour period;
- (iv) when it is deemed necessary to change the scheduled shift, the Employer must notify the Business Agent or his Representative;

- (v) when Bricklayers report for work and are notified that the length of the shift has been changed, they shall receive a minimum of eight (8) hours' pay;
- (vi) employees who are called in to fill a shift but who do not complete five (5) full shifts are to be paid regular overtime rates for all time worked. Employees who quit or are discharged for just cause shall be paid at the regular shift wage rate;
- (vii) Bricklayers will be entitled to a smoke break every two (2) hours in a smoking area with no loss of time.

Appendix E

B E T W E E N:

(the “Contractor/Subcontractor”)

- and -

**BRICK AND ALLIED CRAFT UNION OF CANADA,
on its own behalf and on behalf of its Locals,
1, 2, 4, 5, 10, 12, 23, 28 and 29**

(the “Union”)

WHEREAS the Union is entitled to represent employees of the Contractor/Subcontractor within the bargaining unit described herein.

THEREFORE, the Contractor/Subcontractor and the Union hereby acknowledge and agree as follows:

1. The Contractor/Subcontractor requires the Union to supply skilled workers who are members of the Union, and the Union agrees to supply such persons to perform work within the jurisdiction of the Union.
2. The Contractor/Subcontractor recognizes the Union as the sole and exclusive bargaining agent for all of its journeymen and apprentice bricklayers, stonemasons and plasterers, their respective apprentices, improvers and working foremen in the bargaining unit described in Article 1 of the collective agreement.
3. The Contractor/Subcontractor hereby agrees to be bound to and apply all of the terms, conditions, practices, understandings, amendments and renewals of the BACU-OPGI collective agreement.

4. In recognition of the BACU Local Training Initiative, the Contractor/Subcontractor shall pay an addition 64 cents for each hour paid to employees in the bargaining unit to the training fund of the BACU Local Union having jurisdiction in the area where the work was performed.

5. This Agreement is in effect from the date hereof and so long as the collective agreement continues to operate

DATED at _____ Ontario, this ____ day of _____, 200_.

SIGNED ON BEHALF OF THE CONTRACTOR/SUBCONTRACTOR:	SIGNED ON BEHALF OF THE BRICK AND ALLIED CRAFT UNION OF CANADA on its own behalf and on behalf of its Locals 1, 2, 4, 5, 10, 12, 23, 28, and 29:
Signature	Signature
(Name)	
(Contact Name)	
(Address)	
(Tel.) ()	
(Fax) ()	
(Email Address)	

STATEMENT OF UNDERSTANDING

between

OPGI

and

BACU

EMPLOYMENT REFERRALS

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security check. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of \$50.00 on their first weeks 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 does not prohibit the Union from filing a grievance against the Employer on behalf of any member who is refused employment due to his/her failure to obtain security clearance.

Dated at Toronto, this 3rd day of March, 2005.

Max Jackson

Kerry Wilson

OPGI

BACU

Dated at Toronto this 3rd day of February, 2006.

Max Jackson

Kerry Wilson

OPGI

BACU

F:\DOC\BACU\04-1978\00062707.DOC