

JOINT CPA IMPLEMENTATION ADDENDUM

Generation Projects

April 1, 1995

Among :

ONTARIO HYDRO

- and -

POWER WORKERS' UNION (CUPE LOCAL 1000) ("PWU")

-and -

the following Building Trades Unions ("BTU"):

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 1788,

IBEW ELECTRICAL POWER SYSTEMS CONSTRUCTION
COUNCIL OF ONTARIO,

ONTARIO ALLIED CONSTRUCTION TRADES COUNCIL,

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,

INTERNATIONAL UNION OF OPERATING ENGINEERS,

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN and
the ONTARIO PROVINCIAL CONFERENCE OF THE INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED CRAFTSMEN,

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTSMEN and
the ONTARIO PROVINCIAL CONFERENCE OF THE INTERNATIONAL UNION OF
BRICKLAYERS AND ALLIED CRAFTSMEN on behalf of the
MARBLE, TILE, TERRAZZO, RESILIENT FLOOR LAYERS
and their HELPERS,

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES,

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA,

OPERATIVE PLASTERERS AND CEMENT MASONS INTERNATIONAL
ASSOCIATION OF THE UNITED STATES AND CANADA,

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
on behalf of all CARPENTER LOCAL UNIONS,

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
on behalf of all MILLWRIGHT LOCAL UNIONS,

ONTARIO SHEET METAL WORKERS' and ROOFERS' CONFERENCE and
THE BUILT-UP ROOFERS SECTION OF THE ONTARIO SHEET METAL WORKERS'
and ROOFERS' CONFERENCE,

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS,

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA,

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
AND ORNAMENTAL IRONWORKERS on behalf of IRONWORKERS,
RIGGERS AND MACHINERY MOVERS and REINFORCING RODMEN,

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

WHEREAS the Building Trades Unions (BTU's) and the Power Workers Union (PWU) have entered into a Trades agreement (the "Chestnut Park Accord") with respect to the assignment of trades work performed by or for Ontario Hydro on Generation Projects;

AND WHEREAS Ontario Hydro is desirous of working with the BTU's and PWU to resolve Ontario Hydro trades work assignment issues on Generation Projects, the parties, Ontario Hydro, the Building Trades Unions and the Power Workers' Union hereby agree to implement the "Chestnut Park Accord" on Generation Projects only in the following manner:

THE JOINT CHESTNUT PARK ACCORD IMPLEMENTATION ADDENDUM

ARTICLE 1 - PURPOSE

- 1.00 (a) The purpose of this **Addendum** is to state the jurisdictional agreements between the Building Trades Unions, or any one of them on the one hand, and Power Workers' Union on the other, with respect to **trades** work performed by or for Ontario Hydro on Generation Projects **on Ontario Hydro property, excluding switchyards and telecommunications**, and to provide a fair and expeditious method of resolving disputes involving jurisdictional claims and differences concerning the interpretation and application of this **Addendum**.
- (b) It is the intention of the parties that this **Addendum** fairly and reasonably reflects the historic division of trades work between the two groups, as that division existed prior to the commencement of the disputes that resulted in this **Addendum**.
- (c) The parties, by entering into this **Addendum**, intend to recognize mutually the past accomplishments of all parties, to enhance mutual respect and understanding, to promote dialogue and harmonious working relationships.
- (d) **A purpose of the Chestnut Park Accord and of this Addendum is to provide for the efficient performance of trades work by and for Ontario Hydro.**

ARTICLE 2 - IDENTIFICATION AND CLASSIFICATION OF TRADES WORK

2.01 (a) **The parties agree that non-trades work on Generation Projects is not subject to the provisions of the Chestnut Park Accord and the Addendum. Criteria for the determination of which work is included/excluded and examples of such work are noted in Appendix "A". The parties shall meet to discuss the work with regard to the criteria and Appendix "A". Any unresolved dispute regarding the inclusion/exclusion of work may be referred to the mediator/arbitrator under the Addendum. The arbitrator's determination shall be made on the basis of the criteria in Appendix "A".**

(b) The parties agree that the early resolution of disputes as to the proper identification, classification and assignment of **trades** work is in all the parties' best interests. The parties therefore agree to advise each other of all modifications and rehabilitation **trades** work, including modifications and rehabilitation **trades** work at sites where the other group (PWU or BTU) is not present.

2.02 Accordingly, the parties agree to the following procedure:

(a) Modification and Rehabilitation Trades Work

Prior to the commencement of all **above-threshold** modification **trades** work and all **above-threshold** rehabilitation **trades** work, Ontario Hydro shall provide the following information:

- (i) a detailed description of the trades work; and
- (ii) a detailed assessment of the number of field labour hours required to complete the trades work.

PWU and BTU representatives shall jointly advise Ontario Hydro **in writing** of the **trades** work assignment and classification determined to be appropriate in accordance with this **Addendum**. **Such determination shall be made *bona fide*, in good faith.**

If the classification or assignment of **trades** work is in dispute, Ontario Hydro (**subject to article 6.11**) shall not commence any **modification or rehabilitation trades** work **which is above the thresholds** until the mediator/arbitrator has issued his/her decision, or any outstanding dispute with respect thereto is otherwise resolved.

- (b) In the case of modifications not involving rehabilitation, Ontario Hydro shall send the information to all **designated** Local BTU representatives, and the designated **local Business Unit (of OHN, HBU and FBU)** PWU representative for the site affected. **These representatives** shall meet within two working days of receiving the information **to review the identification and to determine the** classification and **the** assignment of **trades** work.

Ontario Hydro shall establish a reasonable location for this meeting. Ontario Hydro will maintain normal base wages of the designated BTU Primary Trades Representatives if they are employees and are the closest Representatives to the Local Committee meeting place. Prior to the meeting, the BTU Representatives will contact the designated Ontario Hydro contact person to arrange for the reasonable allowed expenses to be paid by Ontario Hydro. If the BTU Representatives are from a location beyond a 200 mile radius, the BTU will pay all expenses. Resolution of all disagreements regarding reasonable expenses will be between the BTU Business Agent and the respective Ontario Hydro Manager. These provisions are subject to review by the Addendum Review Committee at the request of any of the parties.

Any party **other than Ontario Hydro** may refer any dispute as to the identification, classification or assignment of **trades** work not resolved at that meeting to the Steering Committee within five working days of the meeting.

- (c) In the case of rehabilitation **trades** work, Ontario Hydro shall send the information to all members of the Steering Committee, in addition to those persons referred to in paragraph (b).
- (d) The Steering Committee shall convene a meeting to discuss the identification, classification and assignment of **trades** work within five working days of receipt of a request for the meeting or the receipt of information regarding rehabilitation **trades** work. Within seven working days of the meeting, any party **other than Ontario Hydro** may refer any dispute as to the identification, classification or assignment of the **trades** work which is not resolved by the Steering Committee meeting to mediation/arbitration as specified herein.
- (e) **Ontario Hydro will participate in a resource capacity only in all local meetings to review modification trades work and in all Steering Committee meetings where rehabilitation trades work packages are under discussion.**

ARTICLE 3 - COMMITTEES

- 3.01 A Steering Committee is hereby established, composed of up to 14 representatives, one from each of the BTU and, at the discretion of the PWU, up to an equal number of PWU representatives. Any party **other than Ontario Hydro** may request the presence of the mediator/arbitrator, who upon the request of any party **other than Ontario Hydro** shall attend. **Ontario Hydro will arrange and provide meeting facilities for this committee.**
- 3.02 The role of the Steering Committee is to carry out the implementation of this **Addendum respecting trades work assignment**, to review all rehabilitation **trades** work, to review all modification **trades** work not resolved at the Local meeting, and to carry out all other functions assigned to the Steering Committee herein.
- 3.03 The Steering Committee shall meet quarterly or as otherwise determined by the Steering Committee.
- 3.04 The Steering Committee shall make decisions by consensus, and in the absence of consensus, any affected party represented on the Steering Committee may refer a dispute as to the identification, classification or assignment of **trades** work, or the application or interpretation of this **Addendum**, to the mediator/arbitrator.
- 3.05 A quorum of the Steering Committee shall consist of all the affected BTU and the PWU. All parties and the mediator/arbitrator shall receive reasonable notice of the meetings of the Steering Committee.
- 3.06 **An Addendum Review Committee is hereby established, composed of the parties including Ontario Hydro. This committee will deal with the general application of the Addendum but not the specific trades work assignment issues. The parties may upon consensus, request the attendance of the mediator/arbitrator at the committee meeting. In any event notice of meetings of this committee shall be given to the mediator/arbitrator. Ontario Hydro shall arrange and provide meeting facilities for this committee.**
- 3.07 **Administrative costs of the Steering Committee and Addendum Review Committee, including record keeping and clerical support, will be split 1/3 to the BTU's, 1/3 to PWU and 1/3 to Ontario Hydro.**

ARTICLE 4 - DEFINITIONS AND CLASSIFICATION OF TRADES WORK

- 4.01 In this **Addendum**, all **trades** work shall be classified in accordance with the following terms which have the meanings set out below:

Building Trades Work

The erection/installation of new facilities, new machinery and/or new systems, or the joining of a new facility, new machinery and/or new systems to an existing system or facility. Dismantling, demolition and reconstruction of a system or facility.

Extensions to existing facilities, checks and tests of machinery, systems or facilities to ensure proper installation prior to turnover to Operations (except where applicable existing agreements apply).

Maintenance of facilities, tools and machinery used primarily by the Building Trades for the building trades task at hand.

PWU Trades Work

To preserve system capacity, efficiency or design life. It includes examination, troubleshooting, diagnosis, adjustments, cleaning and/or removal and replacement or repair of existing components, to restore components, equipment or systems to their pre-maintenance condition. It includes substitution of a new or improved replacement components, where the purpose is to restore or preserve function of a system at pre-maintenance levels.

As a by-product, some increase to overall system capacity may result.

All commissioning and decommissioning **trades** work (except where applicable existing agreements apply).

It also includes the installation of maintenance tools, reconfiguration of systems, buildings or structures for the immediate maintenance task at hand only.

Modifications

A modification is a change to an existing system or part thereof for the purpose of altering design capacity, efficiency or extending the design life of the system being modified.

Rehabilitation

Large-scale projects involving renovation or removal and/or reconstruction of systems or facilities. The purpose is generally to extend design life. It normally includes major disassembly, major refinishing and rebuilding to restore to "good as new" condition, or to avoid a premature end to the useful life of the system or facility.

Rehabilitation will normally include Building Trades Work, PWU **Trades Work** and modifications.

Temporary Employees

Temporary Employees are hired to perform **PWU Trades Work and "All Other Trades Work" modifications assigned to the PWU** which is expected to last for a short period of time, or to perform **trades** work in place of a regular employee who is absent from his/her position. This excludes categories of employees who are entitled to recall under the terms of the 1994 - 1996 PWU - Ontario Hydro collective agreement.

Designated Collective Agreement

This refers to the then current collective agreement between PWU and Ontario Hydro or between a Building Trades union or Unions and E.P.S.C.A. **and/or** Ontario Hydro, but does not include the General Presidents' Maintenance Assist Agreement or successors thereto.

Purchased Services Agreement ("PSA")

The Purchased Services Agreement is the agreement between Ontario Hydro and the PWU **and nothing in this Addendum affects Ontario Hydro's or PWU's rights to negotiations respecting the PSA. However, any subsequent amendments by Ontario Hydro and the PWU to the PSA (dated November 14, 1991) will not be binding on the BTU's or amend the Chestnut Park Accord or alter the terms and conditions of this Addendum.**

Inter Site

This term refers to bus transportation and to the transportation of goods from one Generation Project site to another Generation Project site.

Warehousing

Warehousing refers to those facilities on Generation Projects that maintain inventory.

De Minimis

The term *de minimis* shall mean that the interpretation and application of this Addendum shall not take notice of small or trifling matters.

Parties

In this Addendum, Parties means each of the Building Trades Unions (BTU's), the Power Workers' Union (PWU) and Ontario Hydro who are signatory to this Addendum.

PWU

Power Workers' Union

BTU

Building Trades Union

EPSCA

Electrical Power Systems Construction Association

I.B.E.W.

International Brotherhood of Electrical Workers

OLRB

Ontario Labour Relations Board

4.02 Thresholds for Trades PWU Overflow Work and BTU Assignments

- (1) All Building Trades Work, all Rehabilitation trades work and all Modifications trades work (excluding I.B.E.W. and Sheet Metal Workers/Roofer assignments) at Ontario Hydro Fossil Business Unit and Hydroelectric Business Unit projects

where there are no BTU trades on site, shall be subject to a 100 hour field labour threshold. This threshold is to be applied in the Article 5 Trades Work Assignment process.

- (2) All overflow PWU Trades Work, other than Rehabilitation trades work shall be subject to a twenty-thousand dollar (\$20,000.00) field labour threshold. This does not apply to trades work involving Sheet Metal/Roofer and IBEW. This threshold shall increase to:

(a) twenty-one thousand dollars (\$21,000.00) effective February 1, 1997;

(b) twenty-two thousand dollars (\$22,000.00) effective February 1, 1999.

This threshold is to be applied in the Article 5 Trades Work Assignment process.

- (3) For trades work which is below the thresholds in 4.02 (1) and 4.02 (2) and where Sheet Metal/Roofer and/or IBEW are involved to a *de minimis* degree, the trades work shall be deemed to fall below the thresholds.
- (4) In addition, trades work above the threshold (including IBEW and Sheet Metal/Roofer trades work assignments) may be exempted from the threshold and such exemption shall be based on the criteria attached to this Addendum as Appendix "B".
- (5) Notwithstanding any other provision in this Addendum and subject to paragraph 6 below, where the trades work is below the threshold:

(a) Ontario Hydro at its discretion may make the trades work assignment to:

- (i) employees who are members of PWU;
- (ii) employees who are members of a BTU;
- (iii) any other person or contractor.

(b) The determination and assignment may be made without a pre-job mark-up.

(c) The determination and assignment are not subject to

dispute or grievance and no damages may be claimed.

- (6) The PSA shall apply to overflow PWU Trades Work other than Rehabilitation and overflow PWU Modification trades work other than Rehabilitation.**

In the application of the PSA to PWU Modifications trades work, if PWU and Ontario Hydro disagree on whether the trades work is overflow trades work, the matter may be referred by either Ontario Hydro or the PWU to mediation/arbitration under this Addendum (Article 6). This referral may be made after 13 calendar days in this process.

ARTICLE 5 - TRADES WORK ASSIGNMENT

- 5.01 (a) When the proper classification **and/or assignment** of any **trades** work is determined, pursuant to this **Addendum**, that trades work shall include all site, inter-site, service and support trades, fabrication, shop and warehousing work associated with the **trades** work so classified. **Fabrication and shop trades work referenced herein refers only to that trades work performed on Ontario Hydro property for use at a Generation Projects site.**
- (b) It is understood that in some instances (**eg. de minimis level of work for a particular trade**) it may not be practical to provide **any or all of the functions** as set out in (a) above. In such instances the dispute resolution process in Article 2.02 applies.
- (c) Notwithstanding (a) and (b) above, all site, inter-site, service and support trades, fabrication, shop and warehousing work associated with overflow PWU **Trades Work not involving rehabilitations** or overflow PWU modifications **trades** work not involving rehabilitations **trades** work shall be assigned **in accordance with the PWU collective agreement to the PWU.**
- (d) Ontario Hydro shall plan and perform all **trades** work in good faith and in a *bona fide* manner, and not for the purpose of affecting the **trades** work assignment under this **Addendum.**
- (e) **Facilities may be shared between employees who are members of PWU or BTU's.**
- (f) **Ontario Hydro shall have the right to challenge under Article 6 of this Addendum, a classification determination and/or a trades work assignment determination on the basis that such determination was not made *bona fide* (in good faith).**
- (g) **Paragraph (a) through (f) apply to all fabrication and manufacturing work performed on Ontario Hydro property for Generation Projects. They do not create a fabrication or manufacturing clause covering off site work where no such clause exists in the designated collective agreements.**

5.02 - All **Trades** Work Other than Rehabilitation **Trades** Work

(1) PWU **Trades** Work

When Ontario Hydro determines to perform PWU **Trades** Work, that **trades** work shall be assigned in the following manner:

- (a) All **trades** work shall be assigned to members of the PWU. The PSA shall apply to all overflow PWU **Trades** Work.

Note: Ontario Hydro does not agree with the first sentence in 5.02(1)(a) of the Chestnut Park Accord. It is Ontario Hydro's position that its obligations to assign PWU Trades Work to PWU members are limited to those obligations set out in the PWU/Ontario Hydro Collective Agreement.

- (b) If it is determined that overflow **PWU Trades** Work is to be performed by Temporary **Trades** Employees (**see Appendix C**), then the following terms shall govern the employment of such Temporary **Trades** Employees:
- (i) All Temporary **Trades** Employees to be hired shall be referred from the hiring hall of the appropriate BTU, except for students hired by Ontario Hydro as temporary **trades** employees or persons hired by Ontario Hydro as temporary **trades** employees as a result of employment equity legislation or the *Social Contract Act*, or agreements thereunder, **or agreements to hire aboriginal employees when the BTU cannot supply**. Prior to hiring any Temporary **Trades** Employees other than students or those referred from BTU hiring halls, the Steering Committee shall meet to review the hiring.
- (ii) The terms and conditions of employment of a Temporary **Trades** Employee referred from the BTU hiring halls shall be governed by the collective agreement between the PWU and Ontario Hydro, including the dues provisions, subject to (iii) and (iv). Such Temporary **Trades** Employees shall be members of the PWU once hired, except for the purposes of rehabilitation **trades** work. The referring Building Trades Unions shall require such Temporary **Trades** Employees to pay working dues to it by way of deductions from wages by Ontario Hydro.

- (iii) None of the provisions of the collective agreement between the PWU and Ontario Hydro with respect to health and welfare benefits shall apply to Temporary **Trades** Employees hired from BTU hiring halls.

Ontario Hydro shall remit **a sum of money on an amount per hour paid basis (amount to be identified by the referring BTU) to the referring Building Trades Unions. This sum of money would be administered by the Union on behalf of the employee, and applied to union dues, health and welfare, pension and other trust funds. Once annually the referring Building Trades Unions will have the opportunity to change the amount per hour that is to be remitted. Notification of any such change must be received by Ontario Hydro prior to implementation of any negotiated changes to EPSCA wage schedules.**

- (iv) The effect of such terms and conditions of employment is intended to ensure that the benefit and wage package of the Temporary **Trades** Employee hired from BTU hiring halls is equal to the benefit and wage package under the PWU Collective Agreement for work of that classification.
- (v) If the BTU will not or cannot supply temporary **trades** employees, such employees may be hired from any source. **If any of the BTU's are on strike against or locked out by EPSCA and /or Ontario Hydro, Ontario Hydro shall:**
- (i) **continue hiring temporary employees from all BTU's pursuant to the above, or**
 - (ii) **cease hiring temporary employees for trades work performed by classifications of the affected BTU.**

- (c) If **it is** determined that **trades** work is not to be performed by members of the PWU then, **subject to threshold**, it must be assigned to members of the BTU, in accordance with the provisions of the appropriate designated collective agreement between EPSCA **and/or Ontario Hydro** and the BTU. An assignment of **trades** work to members of the BTU pursuant to this provision in no way alters or prejudices the assignment of

such **trades** work in the future to PWU.

(2) Building Trades Work

All **above-threshold (4.02(1))** Building Trades work shall be performed by members of the appropriate Building Trades Union(s) pursuant to the terms of the appropriate designated collective agreement **and shall not be subject to any of the provisions of the PSA. The exception to this would be if Ontario Hydro is contemplating contracting out or subcontracting out Building Trades Work assigned to the Building Trades under the terms of the designated collective agreements, then any non-Building Trades Work would be subject to the PSA for the affected PWU members only.** All **above-threshold (4.02(1))** Building Trades Work is subject to the normal mark-up meeting provisions of the designated collective agreements.

(3) Modifications

- (a) When the parties receive notice of modification trades work in the manner referred to herein, the Local PWU and BTU representatives shall meet to decide on the assignment of modification trades work between them. Modification trades work that is determined to be PWU trades work shall be performed by members of the PWU. **The provisions of 4.02** and either the provisions of 5.02(1)(b) or 5.02(1)(c) shall apply to such overflow trades work, except that Article 5.02(1)(b)(i) shall be read without the exceptions contained therein. Modification trades work that is determined to be BTU **Modification** trades work **above the threshold (4.02(1))** shall be performed by BTU members in accordance with the appropriate designated collective agreements **and will not be subject to any of the provisions of the PSA. Where Ontario Hydro is contemplating contracting out or subcontracting BTU Modifications trades work any non-building trades would be subject to PSA for the affected PWU members only.**

Note: Ontario Hydro does not agree with the above statement in 5.02(3)(a) (i.e. "Modification trades work that is determined to be PWU trade work shall be performed by members of the PWU.") It is Ontario Hydro's position that its obligations to assign Modification trades work that is determined to be PWU trade work to PWU members are limited to those obligations set out in the PWU/Ontario Hydro collective agreement.

- (b) If the Local PWU and BTU representatives cannot agree to the appropriate classification or assignment of the **trades** work, the issue will be referred to the Steering Committee for a direction or decision in accordance with Article 2 herein. If the issue is not resolved, at the Steering Committee meeting, any dispute may be referred to the mediator/arbitrator in accordance with Article 2 herein.

5.03 - Rehabilitation Trades Work

When the parties receive notice of rehabilitation **trades** work in the manner referred to herein, the Steering Committee shall meet and determine the assignment of **trades** work between the PWU and BTU as follows:

(1) PWU Trades Work - (Rehab)

All PWU **trades** work shall be assigned to members of the PWU. If sufficient members of the PWU with the necessary skills are not available, then the overflow **trades** work shall be assigned to members of the appropriate BTU under the appropriate designated collective agreement. This **trades** work shall not be subject to the PSA **nor shall temporary employees perform this trades work. PWU shall have the right to monitor such trades work to see that it is being performed by members of the BTU.** An assignment of **trades** work to members of the BTU pursuant to this provision in no way alters or prejudices the assignment of such **trades** work in the future to the PWU.

(2) BTU Trades Work - (Rehab)

All Building Trades Work shall be performed by members of the appropriate BTU in accordance with the appropriate designated collective agreement **and this trades work shall not be subject to the PSA.** All Building Trades Work is subject to the normal mark-up meeting provision of the designated collective agreement.

(3) Modifications - (Rehab)

Modifications work will be assigned by the Steering Committee to either the PWU or the BTU. Temporary Trades Employees shall not perform this trades work. All PWU modification trades work shall be assigned to members of the PWU. If sufficient members of the PWU with the necessary skills are not available then the overflow trades work shall be assigned to members of the appropriate BTU's under

the designated collective agreements.

(4) **Steering Committee**

The Steering Committee shall meet within five working days of the receipt of notice as per Article 2.02(a) from Ontario Hydro of its intention to perform rehabilitation trades work to review the identification, and determine classification and assignment of trades work as between the BTU and PWU. If these issues are not resolved at the Steering Committee meeting, the identification, classification or assignment of trades work or any other dispute arising out of the trades work shall be referred to the mediator/arbitrator in accordance with Article 2 for determination.

- 5.04 Notwithstanding anything contained herein before any **trades** work can be contracted or subcontracted out, it shall be referred through the PSA **except for all rehabilitation trades work, BTU work and BTU modification work**. Any **trades** work that is *bone fide* contracted or subcontracted by Ontario Hydro shall be performed by BTUs pursuant to the **provisions** of the appropriate designated collective agreement **(subject to thresholds Article 4.02)**.

ARTICLE 6 - MEDIATION/ARBITRATION

- 6.01 The parties, **excluding Ontario Hydro**, agree to appoint an individual as the sole mediator/arbitrator. The parties, **excluding Ontario Hydro**, shall name alternative **mediator(s)/arbitrator(s)** if they determine that **more than** one is necessary.
- 6.02 Notwithstanding anything in the *Arbitrations Act, 1991*, the mediator/arbitrator shall have the powers of a mediator/arbitrator under section 45 of the *Ontario Labour Relations Act*, except as explicitly modified by the terms of this **Addendum**, and in addition, all other powers set out in this **Addendum**.
- 6.03 The *Arbitrations Act, 1991*, applies to arbitrations under this **Addendum**, except as modified by this **Addendum**.
- 6.04 The mediator/arbitrator fees shall be paid by **50% BTU and 50% PWU when Ontario Hydro is not a participating party and 1/3 by BTU, 1/3 by PWU and 1/3 by Ontario Hydro when Ontario Hydro is a participating party**.
- 6.05 The mediator/arbitrator shall set a hearing date, which shall be within five working days of the date of receipt of the letter requesting mediation/arbitration, and shall issue a decision within five working days of the completion of the hearing.
- 6.06 The letter requesting mediation/arbitration must be delivered by fax or otherwise to each party which is bound to this **Addendum**.
- 6.07 Two working days prior to the hearing, each party will provide the other parties with copies of all documents to be relied on at the hearing. Documents not filed in accordance with this Article will only be filed at the hearing with the consent of the other parties or the mediator/arbitrator. *Viva voce* evidence will be allowed at the hearing only with leave of the mediator/arbitrator.
- 6.08 No lawyer may represent parties at the hearing.
- 6.09 The decision of the mediator/arbitrator is final, binding and conclusive for all purposes. There shall be no right of appeal on a question of law or otherwise. Each party herein agrees not to make an application for judicial review, and/or an appeal to a single judge under the *Arbitrations Act, 1991*, and/or any other appeal or commence any other proceedings to deal with the issues arising under this **Addendum**, for as long as this **Addendum** is in force, other than proceedings to enforce the terms of the arbitrator's award or settlement arising out of these provisions.

- 6.10 The mediator/arbitrator, in addition to his other powers, has the power to determine the identification, classification or assignment of **trades** work as between the PWU and the BTU or any of them, to determine if the parties bound by this **Addendum** have failed to carry out their obligations required by this **Addendum**, the power to order damages and other appropriate remedies, including interest, against **Ontario Hydro** and in favour of any or all of the parties **other than Ontario Hydro** for failing to notify the parties as required by this **Addendum**, or for improperly assigning **trades** work or for assigning **trades** work prior to the arbitrator issuing his/her decision (**subject to Article 6.11**), or for other violations of the **Addendum**. **The mediator/arbitrator has the power to order damages including interest against the PWU or the BTU or any of them for failure to carry out their obligations under 2.02(a) in good faith.** The mediator/arbitrator has the jurisdiction and authority to issue decisions that are applicable within both federal and provincial jurisdiction.
- 6.11 **Notwithstanding any other provisions of this Addendum and prior to the commencement of the trades work, if a difference over the identification, classification and/or assignment of trades work has not been finalized within thirty (30) working days (excluding the period between December 25th and January 1st annually) from the original date that the trades work package as per Article 2.02(a) was presented to the Unions, then Ontario Hydro may proceed to assign the trades work and Ontario Hydro will not be liable for damages. Where the difference is finally resolved after thirty working days, and the trades work is continuing, Ontario Hydro's sole obligation will be to re-assign the remaining trades work on the next day or as soon as appropriate trades are subsequently available, in accordance with the final determinations.**

ARTICLE 7 - GENERAL

- 7.01 Where any meeting has to be held within a specified time period under this **Addendum** and is not held, it will be deemed to have been held on the last date on which it was permitted to be held for purposes of proceeding to the next step in the dispute resolution process.
- 7.02 "Consensus" in this **Addendum** means a unanimous decision by all the affected parties participating in the meeting making a decision. The parties understand that this unanimity may require compromise, but the parties agree that they will actively promote and support the decisions they make together under this **Addendum**.
- 7.03 References in this **Addendum** to "members of PWU" shall include only persons governed by PWU - Ontario Hydro collective agreement, **including persons holding recall rights in the PWU bargaining unit and persons temporarily excluded from the PWU bargaining unit.**
- 7.04 The BTU will together authorize a person to execute the Ontario Hydro Addendum to this accord on their behalf.
- 7.05 **See Article 9.0.**
- 7.06 (a) **Ontario Hydro agrees to provide to the PWU, on a quarterly basis, a list of all trades work not performed by the PWU and that has not been processed under the PSA.**
- (b) **Ontario Hydro agrees to provide to the BTUs, on a quarterly basis, a list of all below-threshold modification trades work and all below-threshold BTU Trades Work performed by non-BTU work forces. This list will also include below-threshold BTU Trades Work and BTU modification work performed by the PWU.**
- 7.07 **This Addendum does not affect the rights and obligations of any union not signatory to the accord and it shall not be referred to nor relied on by any of the BTU's, the PWU or Ontario Hydro in any difference on trades work assignment or otherwise that they may have involving any union who is not signatory to this Addendum.**
- 7.08 **This Addendum does not amend the Ontario Hydro-PWU collective agreement, except as specifically set out herein.**
- 7.09 **This Addendum does not amend the provincial Electrical Power Systems Sector Agreements between E.P.S.C.A. and/or Ontario**

Hydro and the individual building trade unions.

- 7.10** Once trades work has been assigned to a contractor in accordance with this Addendum then the work is no longer bound by any of the terms of this Addendum or the Chestnut Park Accord.
- 7.11** The parties may not grieve any difference arising out of the Chestnut Park Accord or this Addendum and the resolution of any difference under these two documents may be resolved only using the dispute resolution procedure in the Addendum. This Addendum may only be raised as a defense or bar to a proceeding before any court, board, arbitrator or other tribunal.
- 7.12** It is Ontario Hydro's position that the initial paragraphs of 5.02(1)(b) and 5.02(1)(c) of the Chestnut Park Accord and the diagrams attached to the Chestnut Park Accord, do not reflect the present situation under the PSA with respect to the hiring of temporary employees. Ontario Hydro or PWU may deal with this matter in an alternate forum.

ARTICLE 8 - OUTSTANDING DISPUTES AND LITIGATION

- 8.01 (a) The parties hereto agree not to refer a dispute concerning **trades** work jurisdiction on Generation Projects as between PWU and the BTU or any of them to the Ontario Labour Relations Board, or the Canada Labour Relations Board, or to grievance and arbitration under their respective collective agreements while this **Addendum** is in effect.
- (b) The parties hereto agree to abandon any pending judicial reviews arising from Ontario Labour Relations Board decisions or Canada Labour Relations Board decisions concerning **trades** work jurisdiction as between the PWU and the BTU or any of them at Ontario Hydro Generation Projects.
- (c) The parties hereto agree to abandon all pending grievances and Ontario Labour Relations Board and Canada Labour Relations Board proceedings between the PWU and the BTU or any of them other than those referred to in paragraph (e) below, in respect of **trades** work already commenced on Generation Projects, and agree to refer all pending grievances and Ontario Labour Relations Board and Canada Labour Relations Board proceedings with respect to jurisdictional disputes between the PWU and the BTU or any of them on Generation Projects where the **trades** work has commenced, but not completed, to the provisions under this **Addendum**.
- (d) The parties confirm that this **Addendum** is without prejudice to any party's position respecting federal or provincial constitutional issues.
- (e) The parties confirm that this **Addendum** does not affect any claim for damages or other relief arising out of **trades** work assignment decisions by the O.L.R.B. or grievances related to such decisions.

- (f) The parties agree that this **Addendum** does not affect the operation of the PSA (**unless otherwise noted**) or the filing or processing of grievances under the PSA. **Should the PSA cease to exist, the parties agree to consult with each other regarding the implications of the replacement purchased services/contracting out provisions of the PWU Collective Agreement, on the operation of the Addendum. The PWU agree to withdraw all PSA grievances which are limited to jurisdictional disputes between the PWU and the BTU. Should there be any disputes as to whether a grievance should have been withdrawn on this basis, the matter will be subject to arbitration under the Accord.**
- (g) The parties agree to jointly request that the Ontario Labour Relations Board not issue any further decisions on **trades** work assignment matters between the PWU and the BTU or any of them on Generation Projects that are presently in process, or where decisions of the Ontario Labour Relations Board have been reserved.

ARTICLE 9 - EMERGENCY WORK AND DISCOVERY WORK

9.01 Consistent with current practices and in good faith, Ontario Hydro may assign emergency trades work at its discretion and such assignment shall not be subject to challenge under this Addendum.

9.02 Discovery work is work which:

- (i)** is of high priority;
 - (ii)** has not been planned;
 - (iii)** is unforeseen; and
 - (iv)** has significant cost consequences if not performed when discovered.
-
- (a)** When discovery work arises, Ontario Hydro will advise the Local BTU representatives and the designated PWU representative for the site affected. Within 48 hours of notification, the BTU and PWU representatives will confer to determine classifications and assignment and so advise Ontario Hydro.
 - (b)** Where no determination of assignment has been made within the 48 hour period, Ontario Hydro may then assign and commence this work. This assignment of work shall not be subject to grievance and/or claim for damages during the two week period (10 working days) commencing 48 hours after notification to the BTU and PWU representatives.
 - (c)** If Ontario Hydro, subsequent to the 48 hours is advised of the classification determination and assignment after the work has commenced, Ontario Hydro will implement that classification and assignment determination on the next day or as soon as the appropriate trades are subsequently available.

ARTICLE 10 - TERM

10.01 This Addendum shall remain in force and effect for an initial period of five years from the date hereof and from year to year thereafter unless any party, no less than 60 days prior to the expiry of the Addendum, gives written notice to the other parties of intent to withdraw from the Addendum.

10.02 Notwithstanding (a) above, after 2 years, and 4 years, from the date of this Addendum and with 30 days' written notice, any party may require this Addendum to be re-opened to review:

- (i) the threshold issues;**
- (ii) criteria used by the unions to assign work;**
- (iii) temporary employees;**
- (iv) support services and;**
- (v) costs.**

If the parties fail to reach an agreement on the reopening of this Addendum, the disputed issues may be referred to the mediator/arbitrator under this agreement for final and binding arbitration.

An arbitrator hearing a case under 10.02 shall take into account whether any party seeking to amend this Addendum has suffered or will suffer hardship as a result of the operation of this Addendum.

ARTICLE 11 - ABORIGINAL ISSUE

- 11.01 (a) BTU - Aboriginal Provision**
Subject to 5.02 (1) (b) (i) of the Addendum, Aboriginal employees and Aboriginal Enterprise Agreements relating to PWU /BTU Trade Assignments are excluded from this Addendum and the terms of the designated collective agreement will continue to apply to these issues.
- (b) PWU - Aboriginal Provision**
Nothing in this Addendum alters whatever rights Ontario Hydro might otherwise currently have to enter into Aboriginal Enterprise Agreements.

APPENDIX "A"

**TRADES/NON-TRADES WORK
JOINT CPA IMPLEMENTATION ADDENDUM**

The following criteria will be used by the parties to determine if work to be performed on Generation Projects is subject to the provisions of the Joint CPA Implementation Addendum.

CRITERIA

- 10 The work must have been performed by both the PWU and the Building Trades Unions previously on Generation Projects.
2. Trades Work must fall within the definition of PWU Trades Work, and such other factors as the parties may agree to or a mediator/arbitrator may accept.

Examples

The attached lists are examples of work that the parties have agreed to be Trades and Non-Trades Work.

APPENDIX "A"
(ATTACHMENT "1")

TRADES WORK

Air Conditioning Maintenance
Brush Removal
Non-Destructive Testing
Grounds Maintenance Services
Grass Cutting Services
Office Moving Services (Site to site)
Sludge Removal Services
Snow Removal Services
Trenching and Installation of Distribution System
Vehicle Drive-Away Services
Window Cleaning Services
Stress Relief Services
Asbestos Removal
Bridge Maintenance/Repair
Roofing
Diving Services
Bus Transportation (Site to site and on site)
High Pressure Wash/Vacuum Service (BTU n/a in some remote northern areas)
Janitorial

*** Haulage/Freight (Site to site and on site) is subject to the terms of this Addendum.**

Haulage/Freight (other than site to site or on site) is not subject to the terms of this Addendum, but is subject to Article 1.4, paragraph (c) of the Ontario Allied Construction Trades Council collective agreement with EPSCA which notes as follows "When hiring trucks, the Employer will give preference to Employers with contractual relations with the Teamsters Union provided they have suitable equipment and the rates are competitive."

The Employer giving preference in this context is Ontario Hydro.

**APPENDIX "A"
(ATTACHMENT "2")**

NON-TRADES WORK

**Acoustic Emission Testing-Vehicle Rooms
Aerial Triangulation/Orthophoto Mapping Services
Car Rental Services
Containerized Pick-up/Delivery Scrap Metal
Coverall/Locker Services
Drawing Revision/Production Services
Dry Cleaning/Laundry Services
Exhibit and Display Handling Services
Engineering Design/Drafting Services
Helicopter Services
Internal Survey Services
Laundered Rental Services
Maintainer Services - Load Management and Thermal Energy Storage
Systems (Homes)
Meter Reading Services
Portable Toilet Supply Services
Printing Services
House Keeping Food Services
Photo Profile
Permanent Elevator Inspection and Repair
Right of Way Herbicide Application
Storage Heater Installation (Homes)
Supply and Install Water Heater (Homes)
Underground Installations (Residential)
Water Heater - Supply, Installation, Maintenance, Repair (Homes)**

APPENDIX “B”**Criteria
Contracting Out - Non-BTU
Joint CPA Implementation Addendum****Purpose**

The following criteria are to be used when Ontario Hydro wants to consider contracting out trades work to a non-BTU contractor and the amount of trades work exceeds the thresholds agreed to in the Joint CPA Implementation Addendum. These criteria are also applicable to all intended non-union contracted trades work normally assigned to IBEW and Sheet Metal Building Trade Unions.

Decisions resulting from the application of these criteria are to be made jointly by Ontario Hydro and the applicable primary Building Trade Union(s) involved in the trades work. Decisions are made on a case by case basis and are without precedent. In the event joint agreement cannot be reached either party may refer the dispute to the mediator/arbitrator as per the conditions and time constraints set out in Article 6 of the Addendum. The mediator/arbitrator will use these criteria as a basis for decision making.

It is intended that all trades work would be assigned to BTU’s pursuant to the designated collective agreements unless the application of the following criteria results in a clear, obvious advantage to Ontario Hydro.

Job and Public Safety

Where Job and Public Safety is considered critical, assess job experience and qualifications with specific work or equipment to maintain the safety of employees, public and systems.

Quality

Assess the ability of BTU and non-BTU contractors to complete the trades work according to Ontario Hydro’s standards of quality.

NOTE: The Safety and Quality criteria noted above are determinative, i.e. if either one of these criteria cannot be met, then there is no consideration of the other criteria noted below. Otherwise the decision will be made taking into account all of the applicable criteria.

Availability

Assess availability of sufficient skilled personnel from the BTU's to meet schedule requirements without negative impact on overall work programs.

Economy and Efficiency

Assess the overall cost of performing the trades work taking into consideration estimated productivity, training and familiarization costs but excluding monetary costs associated with collective agreement monetary provisions (eg. wages, board and lodging premiums).

Community Impact

The extent to which the local community is impacted by the entry of a non-local BTU contractor, taking into account but not limited to, community commitments and community size and economic conditions.

BTU Presence

Assess the degree of interface between the BTU (direct hire or contractor) and NON-BTU contractors to determine the extent to which labour relations will be adversely affected, considering the duration and size of the job, size of site, proximity of work locations, isolation of crews, etc.)

When a BTU is on site, it is intended that the use of non-BTU contractors will be minimized.

APPENDIX "C"**Employment Conditions for BTU
Referrals for Temporary PWU Trades Positions**

This document is intended to clarify and summarize the procedures surrounding the hiring and use of Building Trade Union members for overflow PWU Trades Work on a temporary basis.

- 1. When it is determined that overflow PWU Trades Work and PWU modification work other than Rehabilitation in one of the identified trades classifications is to be performed by Temporary Trades Employees referred from the BTU hiring halls, Ontario Hydro will determine which trades are appropriate to perform the work using a list of related Building Trade Unions supplied by the Steering Committee. These decisions will be made in good faith and are not subject to challenge.**

The identified classifications referenced above are attached to this document.

- 2. The employment of Building Trade Union members shall be carried out on the following basis:**
 - (a) Ontario Hydro will request the appropriate hiring hall for qualified Building Trade Union members indicating that the work involved is overflow PWU Trades Work. These requests will cite particular qualifications and skills as determined by Ontario Hydro which are necessary to perform the work.**
 - (b) If the hiring hall is unable to furnish qualified Building Trade Union members within three (3) working days of the receipt of the request, Ontario Hydro is free to pursue alternative ways to get the work done.**

Identified Classifications for BTU Referrals to Temporary PWU Trades
Positions on Generation Projects

Fossil Business Unit	Ontario Hydro Nuclear	Hydroelectric Business Unit
Shift Maintainer I (Mechanical)	Mechanical Maintainer	Power Maintenance Electrician
Shift Maintainer II (Mechanical)	T&WE Mechanic	Cable Splicer
Shift Control Maintainer I	Civil Maintainer I	Power Maintenance Electrician B
Shift Control Maintainer II	Civil Maintainer II	Assistant Cable Splicer
Shift Service worker	Civil Maintainer III	Ass't Power Maintenance Electrician
Shift Stockkeeper	Senior Shift Control Technician	Electrician
Shift Handyperson	Shift Control Technician	Fitter Mechanic
Shift Labourer	Shift Control Technician Assistant	Instrument Mechanic
Shift Cleaner (Atikokan)	Assistant Steam Plant Operator	Machinist
Shift T&WE Mechanic		Mechanic 'A'
Truck Driver Class 1		Welder 'A'
Truck Driver Class 2		Building Mechanic
Truck Driver Class 3		Carpenter
Electrician		Crane Operator (Licensed) (20 Tons & over)
Fitter		Mechanic
Instrument Mechanic		Mechanic B
Machinist		Pipefitter
Welder		Tinsmith
Building Mechanic		Rigger
Lagger		Welder B
Rigger		Assistant Mechanic
Crane Operator		Crane Operator (Licensed) (8 Tons and Under 20 Tons)
Mechanic C		Mechanic C
Electrical Fitter		Painter
Stockkeeper		Tool & Equipment Repair Person
Stores Attendant		Crane Operator (Licensed) (Under 8 Tons)
Trades Helper		Maintenance Worker
Handyperson		Handyperson
Cleaner		Labourer
Auxiliary Plant Operator 4th Class		Regional Maintainer - Electrical Regional
Coal Plant Mobile Equipment		Maintainer - Civil
Coal Plant Operator		Regional Maintainer - Mechanical Janitor 'A'
		Regional Field Mechanic
		Office Cleaner
		Truck Driver Class 3
		Truck Driver Class 2
		Truck Driver Class 1
		Stockkeeper
		Stockkeeper Helper
		Stockhandler
		Forklift Operator
		Material Handler 'B'
		Material Handler 'A'
		Diver's Tender
		Diver
		Scuba Diver
		Boat Operator
		Boat Captain (Niagara Queen)

Note: When Ontario Hydro hires Temporary Civil Techs to perform survey work, first consideration shall be given to the BTU's as a