

**THE INN ON THE PARK ACCORD ADDENDUM
(IOPAA)**

**LINES, STATIONS, SWITCHYARDS, AND
TELECOMMUNICATIONS**

February 6, 1996

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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

LABOURER'S 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, TITLE, TERRAZZO RESILIENT FLOOR
LAYERS AND THEIR HELPERS,

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES,

INTERNATIONAL ASSOCIATION OF HEAD 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 (BTUs) and the Power Workers Union (PWU) have entered into a trades agreement the “Inn On The Park Accord” (IOPA) with respect to the assignment of trades work performed for Ontario Hydro on Lines, Stations, Switchyards and/or Telecommunications¹ Projects;

AND WHEREAS Ontario Hydro is desirous of working with the BTUs and PWU to resolve Ontario Hydro trades work assignment issues on Lines, Stations, Switchyards and/or Telecommunications Projects, the parties, Ontario Hydro, the BTUs and PWU hereby agree to implement the “IOPAA” only in the following manner:

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ARTICLE 1 – PURPOSE

- 1.00 (a) The purpose of this Addendum is to state the jurisdictional agreements between the BTUs, or any one of them on the one hand and PWU on the other, with respect to trades work. This trades work is performed for Ontario Hydro on Ontario Hydro property in the Province of Ontario, on lines, transformation stations, switchyards, sub-stations, System Control Centres, system control associated telecommunication systems (including microwave and repeater stations). It excludes the building of commercial-type office facilities at urban locations remote from operating facilities. This is 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 reflect the historic division of 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 Addendum is to provide for the efficient performance of trade's work for Ontario Hydro.

ARTICLE 2 – IDENTIFICATION AND CLASSIFICATION OF TRADES WORK

2.01 PREAMBLE

- (a) The parties agree that non-trades work on that work described in Article 1.00 (a) is not subject to the provisions of the IOPAA. 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 lines, stations, switchyards and/or telecommunications trades work (the “Subject Work”) is in all the parties’ best interests.

2.02 UNDETERMINED TRADES WORK

Accordingly, the parties agree to the following procedure:

- (a) Prior to the commencement of all above threshold undetermined trades work, Ontario Hydro shall provide the following information:
 - (i) an adequate description of the trades work;
 - (ii) a bona fide estimate of the number of field labour hours required to complete the trades work;

PWU and BTUs representatives shall jointly advise Ontario Hydro in writing of the trades work assignment 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 undetermined 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)
 - (i) With respect to undetermined line trades work, Ontario Hydro shall send the information directly to the Steering Committee;
 - (ii) With respect to all other undetermined trades work covered by this Addendum, Ontario Hydro shall send the information to all designated local BTUs representatives, and the designated local Business Unit (of OHN, HBU, FBU, Grid, Retail and Telecommunications) PWU representative for the site affected. The “Local Committee” 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 IOPAA 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 the undetermined trades work not resolved at that meeting to the Steering Committee within five working days of the meeting.

- (c) The Steering Committee shall convene a meeting to discuss the identification, classification and assignment of undetermined trades work within five working days of receipt of a request for the meeting or the receipt of information regarding the undetermined trades work. Within seven working days of the meeting, any party other than Ontario Hydro may refer any dispute as to the classification or assignment of the undetermined trades work which is not resolved by the Steering Committee meeting to mediation/arbitration as specified herein.
- (d) Ontario Hydro will participate in a resource capacity only in all local meetings and in all Steering Committee meetings under this Addendum.
- (e) In order to maximize the predictability for Ontario Hydro to plan resources associated with the assignments of undetermined lines trades work for the next calendar year, the parties will review, in the period August to October all undetermined lines trades work and the unions will make the assignments of that trades work in accordance with 2.02.

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 Subject Work assignment, to review all undetermined 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 Subject 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.

Local Committees composed of all designated local BTU representatives, (one from each affected trade) and the designated local PWU representatives, one PWU representative per primary BTU trade representative up to a maximum of 3 PWU representatives, for the site affected are hereby established to carry out the function.

- 3.06 An IOPAA Review Committee is hereby established, composed of the parties including Ontario Hydro. This committee will deal with the general application of the IOPAAm but not the specific Subject 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 IOP Accord Addendum Review Committee, including record keeping and clerical support, will be split 1/3 to the BTUs, 1/3 to PWU and 1/3 to Ontario Hydro.
- 3.08 Work at Generating Station sites on Main Output Transformers and Station Service Transformers falls within the Joint Chestnut Park Accord Implementation Addendum (JCPAIA) and is administered by the JCPAIA local committees and steering committee. Work Assignment, however, on the above noted transformers will be in accordance with the principles of the IOPAA. The PWU representation on the local committee will come from the work group who may perform the work.

ARTICLE 4 – DEFINITIONS AND CLASSIFICATIONS 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:

(1) **BTU Work**

- (a) This trades work consists of new construction greater than 50 kV; new components greater than 50 kV; new fibreoptic installation on lines greater than 50 kV; removal and/or replacements and/or demolition greater than 50 kV; restringing greater than 50 kV; high voltage underground (status quo to be maintained); extensions greater than 50 kV.

Steel structure modifications or relocates; footing modifications or relocates; all component replacement done with steel structure modifications or relocates or footing modifications or relocates.

In relation to trades work which flows from the preceding, new taps and/or junctions; temporary bypasses; related line clearing and slashing; site and

inter-site support; roads/cranes/T&WE; fabrication; shops; warehouses (status quo to be maintained).

Overflow PWU assigned trades work where the PWU cannot supply.

For lines work under 50 kV overflow PWU trades work in excess of 350 field labour hours where the PWU cannot supply, excepting construction of new lines < 50 kV (including right-of-way preparation) that is initiated, funded, managed and owned by someone other than Ontario Hydro, irrespective of ultimate ownership.

Where Ontario Hydro acts as a contractor for trades work on lines <50 kV that is initiated, funded, managed and owned by someone other than Ontario Hydro, the conditions of the IOPAA will apply to the assignment of work.

Ontario Hydro will provide to the unions notice of construction of new lines <50 kV that is initiated, funded, managed and owned during the building by someone other than Ontario Hydro.

(b) BTU Stations Work

Construction of all new facilities, equipment, systems; additions and/or extensions; dismantling, demolition and/or reconstruction of systems and/or facilities; control metering and/or relay (except as set out under "PWU Trades Work" below); structural alterations; warehousing (status quo to be maintained); high voltage underground trades work (status quo to be maintained).

In relation to trades work which flows from the preceding, fabrication; shop trades work; maintenance of construction equipment, tools and facilities; check and test to ensure proper installation.

Overflow PWU assigned trades work where the PWU cannot supply.

(2) PWU Trades Work

(a) PWU Lines Trades Work

All lines trades work 50 kV and less; repair and replacement of existing spacers and/or dampers; fibreoptics on lines less than 50 kV; numbering and marking of existing structures; tower recoating; insulator cleaning; minor clearance trades work (excluding tower raising); micro waver tower maintenance; inspection (commission and de-commission); right-of-way maintenance (e.g. forestry or vegetation control); navigational lighting (maintenance); troubleshooting diagnosis adjustment; helicopter crew; component (e.g. conductor) repair; hardware repair; insulator repair and recoating; high voltage underground (status quo to be maintained).

In relation to trades work which flows from the preceding, fabrication; site and inter-site support; roads/cranes/T&WE; fabrication; shops; warehouses (status quo to be maintained).

All BTU overflow trades work where the BTU cannot supply.

(b) Stations Trades PWU Work

Restore/preserve existing components, equipment or systems; examination; troubleshooting; diagnosis; adjustments; cleaning/coating removal and/or replacement (related substitutions); repair of existing components; high voltage underground trades work (status quo to be maintained); site maintenance; MUS maintenance; commission/de-commission; warehousing (status quo to be maintained); control metering and relay trades work incidental to and/or as a result of inspection, troubleshooting, diagnosis, etc. of yard components.

In relation to trades work which flows from the preceding, fabrication; site and inter-site support; roads/cranes/T&WE; fabrication; shops; warehouses (status quo to be maintained).

(3) Undetermined Trades Work

Undetermined trades work will be assigned by either the Steering Committee or the Local Committee. These committees will be comprised of assigned people from the BTU and PWU. This joint process will be responsible for assignment of all undetermined trades work. Decisions will be made on a consensus basis without prejudice.

Stations: In order to deal with De Minimis station matters associated with undetermined work and to improve the overall effectiveness, Ontario Hydro will identify, classify and assign the work to either the PWU or BTU without liability. The local BTU and PWU representatives can raise issues with respect to the assignment to the local Ontario Hydro representative and direct future similar assignments. If there is no satisfactory resolution for future assignments, then the matter will be raised with the IOPAA Review Committee for resolution. If there is no satisfactory resolution out of the IOPAA Review Committee, the matter can be referred to the mediator/arbitrator.

Lines: To deal with De Minimis Lines greater than 50 kV matters associated with undetermined trades work and to improve the overall effectiveness, Ontario Hydro will identify and initially classify and notify the appropriate PWU and BTU Provincial representatives for assignment and classifications.

(a) Undetermined Lines Trade Work

(i) Steel > 50 kV

Component replacement (other than BTU or PWU trades work); skywire (excluding new fibre); hardware; insulators; conductors less than 5KM; taps and junctions on existing lines; new components less than 5KM (excluding steel structures).

(ii) Wood > 50 kV

New construction (less than 5KM); new fibre (less than 5KM); extensions (less than 5KM); skywire (excluding new fibre); removal and replacement including components (less than 5KM);

reconstruction; conductor (less than 5KM); all component replacement.

If any work function is in relation to trades work which becomes undetermined trades work via the threshold (that is, less than 5KM), the trades work jurisdiction is determined by the Steering Committee. For example, new taps, temporary by-pass installation of new components, related line clearing/slashing T&WE maintenance, site and intersite support, etc.

(b) Undetermined Stations Trades Work

All component replacement trades work; alterations to existing systems; renovations of existing offices; mobile transformer, mobile capacitor bank installations; stations trades work; rehabilitation trades work; all trades work that is not BTU work or PWU trades work.

(4) Telecommunications Trades Work (including administrative and system control associated telecommunication systems (including microwave and repeater stations)).

In addition to the purpose of this Addendum (article 1.0(a)) the parties agree that trades work on telecommunications at a generation project site, which is designated for that specific generation project site, will be assigned in accordance with Chestnut Park Accord Addendum. Trades work on telecommunications at a generation project site which is designated for inter-site purposes and that telecommunications trades work on lines, stations and switchyards will be assigned in accordance with this Addendum in the same manner that lines, stations and switchyards trades work is assigned under this Addendum.

(5) Station Trades Work (including transformation stations, switchyards, sub-stations and System Control Centres)

Stations trades work includes all trades work on all stations and all switchyards. Main output transformers and station service transformers will be assigned under the principles of the IOPAA (Article 3.08).

(6) Rehabilitation Trades Work

Rehabilitation trades work means a large-scale refurbishment of a station or facility in relation to the size of the station or facility. It consists of BTU trades work; PWU trades work and undetermined trades work.

(7) 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 EPSCA and/or Ontario Hydro, but does not include the General Presidents' Maintenance Assist Agreement or successors thereto.

(8) Purchased Services Agreement (“PSA”)

The PSA is the agreement between Ontario Hydro and the PWU and nothing in this IOPAA 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 BTUs or amend the IOPA or alter the terms and conditions of this Addendum.

(9) Inter-Site

This term refers to bus transportation and to the transportation of goods from one lines, stations, switchyards and/or telecommunications site to another lines, stations, switchyards and/or telecommunications site.

(10) Warehousing

Warehousing refers to those facilities that service lines, stations, or switchyards, etc., and that maintain inventory.

(11) 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.

(12) Parties

In this Addendum, parties means each of the signatory BTUs, the PWU and Ontario Hydro who are signatory to this Addendum

(13) PWU

Power Workers’ Union.

(14) BTU

Building Trades Union.

(15) EPSCA

Electrical Power Systems Construction Association.

(16) OLRB

Ontario Labour Relations Board.

(17) Subject Work

All lines, stations, including switchyards and/or telecommunications trades work.

4.02 Thresholds for PWU Overflow Trades Work & BTU Assignments
(Excluding Lines Work on Lines <50 kV)

- (1) All BTU work (excluding IBEW 1788 and Sheet Metal Workers/Roofers assignments) including undetermined trades work assigned to the BTU where there are no BTU on site, shall be subject to a 100 hour field labour threshold. Additionally, where a primary trade unit is IBEW 1788 or Sheet Metal/Roofing for a project, the support trades work shall be excluded from this threshold. This threshold is to be applied in the Article 5 Trades Work Assignment.
- (2) All overflow PWU trades work and undetermined trades work assigned to the PWU which is overflow work shall be subject to a twenty-thousand dollar (\$20,000.00) field labour threshold. This does not apply to trades work involving IBEW 1788 and Sheet Metal/Roofers. 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 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 1788 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 thresholds (including IBEW 1788 and Sheet Metal/Roofers trades work assignments) may be exempted from the thresholds 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 markup.
 - (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 assigned undetermined trades work. In the application of the PSA to PWU assigned undetermined trades work, if the 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 subject work is determined, pursuant to this IOPAA that subject work shall include all site, inter-site, service and support trades, fabrication, shop and warehousing work associated with the subject work so classified. Fabrication and shop trades work referenced herein refers only to that trades work performed on Ontario Hydro property for use at lines, stations, switchyards and/or telecommunications trades work sites. (Status quo to be maintained with respect to warehousing.)
- (b) It is understood that in some instances (e.g. 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 PWU overflow trades work shall be assigned in accordance with PWU collective agreement to the PWU. (Status quo to be maintained with respect to warehousing.)
- (d) Ontario Hydro shall plan and perform all subject work in good faith and in a bona fide manner, and not for the purpose of affecting the subject work assignment under this IOPAA.
- (e) Facilities may be shared between employees who are members of PWU or BTUs.
- (f) Ontario Hydro shall have the right to challenge under Article 6 of this IOPAA, 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 lines, stations, switchyards and/or telecommunications trades work. 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 Trades Work Assignment

(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 PWU 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 IOPA. 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 the trades work is not to be performed by members of the PWU then, subject to the thresholds, it must be assigned to

members of the appropriate BTU under 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-building trade's work shall be performed by members of the appropriate BTUs 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 BTU trades work is subject to the normal mark-up meeting provisions of the designated collective agreements.

If the BTU cannot supply sufficient members with the necessary skills, then the overflow trades work shall be assigned to the PWU. An assignment of trades work to members of the PWU pursuant to this provision in no way alters or prejudices the assignment of such trades work in the future to the BTU.

(3) Undetermined Trades Work

All undetermined trades work for lines will be assigned by the Steering Committee subject to 4.01 (3).

All undetermined trades work for stations will be assigned by the designated local BTU representatives and the designated local business unit PWU representative for the site or area affected (the "Local Committee") on a consensus basis subject to 4.01 (3). Any party other than Ontario Hydro may refer any dispute as to the classification or assignment of the undetermined trade's work not resolved by the local committee to the Steering Committee.

Undetermined trades work assigned to the PWU is subject to the PSA, subject to 4.02 (6). Undetermined trades work assigned to the building trades is not subject to any of the provisions of the PSA. Where Ontario Hydro is contemplating contracting out or subcontracting undetermined BTU trades work, any non-building trades work would be subject to the PSA for the affected PWU members only.

If the local PWU and BTU representatives cannot agree to the appropriate classification or assignment of stations and telecommunications 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.

Decisions of the Steering Committee on the classification or assignment of the undetermined trades work shall be made on a consensus basis, and on a without

prejudice basis. In the event the Steering Committee cannot agree as to the assignment of undetermined trade's work, the matter may be referred by any party to the mediator/arbitrator.

- 5.03 Notwithstanding anything contained herein before, any subject work can be contracted or subcontracted out, it shall be referred through the PSA, except for all BTU assigned work. Any trades work that is bona fide contracted or subcontracted by Ontario Hydro shall be performed by BTUs pursuant to the provisions of the appropriate designated collective agreement (subject to the thresholds – Article 4.02).
- 5.04 The parties agree that the training notes contained in Appendix “C” reflect the intention of the parties and will be used for training purposes to help and to clarify the issues at hand.

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/arbitrator(s) if they determine that more than one is necessary.
- 6.02 Notwithstanding anything in the Arbitration's 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 Arbitration's 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 Arbitration's 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 subject work as between the PWU and the BTU or any of them, to determine if the parties bound by this IOPAA have failed to carry out their obligations required by this IOPAA, 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 IOPAA, or for improperly assigning subject work or for assigning subject work prior to the arbitrator issuing his/her decision (subject to Article 6.11), or for other violations of the IOPAA. 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 IOPAA and prior to the commencement of the subject work, if a difference over the identification, classification and/or assignment of subject 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 subject work package as per Article 2.02(a) was presented to the unions, then Ontario Hydro may proceed to assign the subject work and Ontario Hydro will not be liable for damages. Where the difference is finally resolved after thirty working days, and the subject work is continuing, Ontario Hydro's sole obligation will be to re-assign the remaining subject work on the next day or as soon as appropriate trades are subsequently available, in accordance with the final determination.

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 the 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 Ontario Hydro agrees to provide to the unions, on a quarterly basis, a list of all subject work performed by others not signatory to this Addendum that has not been processed under the PSA.

- 7.05 This IOPAA does not affect the rights and obligations of any union not signatory to the Addendum and it shall not be referred to nor relied on by any of the BTUs, the PWU or Ontario Hydro in any difference on subject work assignment or otherwise that they may have involving any union who is not signatory to this IOPAA.
- 7.06 This IOPAA does not amend the Ontario Hydro-PWU collective agreement, except as specifically set out herein.
- 7.07 This IOPAA does not amend the provincial Electrical Power Systems Sector Agreements between EPSCA and/or Ontario Hydro and the individual building trade unions.
- 7.08 Once subject work has been assigned to a contractor in accordance with this IOPAA then the trades work is no longer bound by any of the terms of this IOPAA.
- 7.09 The parties may not grieve any difference arising out of this IOP Accord Addendum and the resolution of any difference under this document may be resolved only using the dispute resolution procedure in the IOP Accord Addendum. This IOP Accord Addendum may only be raised as a defence or bar to proceeding before any court, board, arbitrator or other tribunal.

ARTICLE 8 – OUTSTANDING DISPUTES AND LITIGATION

- 8.01 (a) The parties hereto agree not to refer a dispute concerning subject work jurisdiction as between the 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 review arising from Ontario Labour Relations Board decisions or Canada Labour Relations Board decisions concerning subject work jurisdiction as between the PWU and the BTU or any of them at Ontario Hydro.
- (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 subject work already commenced on lines, stations, switchyards and/or telecommunications trades work, 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 lines, stations, switchyards and/or telecommunications trades work where the subject work has commenced, but not completed, to the provision under this Addendum.
- (d) The parties confirm that this agreement 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 work assignment decisions by the OLRB or grievances related to such decisions.
- (f) The parties agree that this IOPAA does not affect the operation of the PSA (unless otherwise noted herein) 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 with respect to lines, station, switchyards and/or telecommunications trades work. 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 Addendum.
- (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 lines, stations, switchyards, and telecommunications trades work 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 subject work at its discretion and such assignment shall not be subject to challenge under this IOP Accord 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 undetermined trades work arises, Ontario Hydro will advise the designated 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 undetermined trades work. This assignment of undetermined trades 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 undetermined trades 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) support services
 - (iv) 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 The parties to the IOPAA understand that Ontario Hydro has relations with Aboriginal peoples, and social obligations, as a large public corporation to the people of Ontario.
- (a) BTU – Aboriginal Provision

Aboriginal Employees and Aboriginal Enterprise Agreements relating to PWU/BTU Trades 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 currently have to enter into Aboriginal Enterprise Agreements.

ARTICLE 12 – NEW JOINT VENTURES

The parties recognize the value of good employee relations and their potential to help Ontario Hydro enhance joint venture opportunities.

The IOPAA does not apply to new joint use initiatives, joint ventures, partnerships or any other form of alliance with other organizations or business entities. Ontario Hydro agrees to discuss with the IOPAA parties any such joint use initiatives, joint ventures, partnerships or any other form of alliance involving trades work, which falls within the scope of the IOPAA.

APPENDIX "A"

TRADES/NON-TRADES WORK

INN-ON-THE-PART ADDENDUM

The following criteria will be used by the parties to determine if work performed on Lines, Stations and Telecommunications projects is subject to provisions of the IOPAA.

CRITERIA:

1. The work must have been performed by both the PWU and the Building Trades Unions previously on Lines, Stations or Telecommunications 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.

Note: This is not intended to limit trades work of the BTUs as it has been performed traditionally under the EPSCA Collective Agreements.

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 & on-site)
High Pressure Wash/Vacuum Service (BTU n/a in some remote northern areas)
Janitorial
Underground Installations (Residential)

*Haulage/Freight (site to site & 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 preferences 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/Deliver 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
Housekeeping Food Services
Photo Profile
Permanent Elevator Inspection and Repair
Right of Way Herbicide Application
Storage Heater Installation (Homes)
Supply and Install Water Heater (Homes)
Water Heater – supply, installation, maintenance, repair (Homes)

APPENDIX “B”
CRITERIA
Contracting Out – Non-BTU
IOPAA

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 IOPAA. These criteria are also applicable to all intended non-union contracted trades work normally assigned to the IBEW 1788 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 BTUs 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 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 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 BTUs to meet schedule requirements without negative impact on overall 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 (e.g. 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 considerations.

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, 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”

INN ON THE PARK ACCORD

ADDENDUM

TRAINING NOTES

These training notes reflect the intention of the parties.

APPENDIX "C"

ATTACHMENT "1"

TELECOMMUNICATIONS TRAINING NOTE

For the purposes of the IOPAA, there are three types of telecom: system control telecom, administrative telecom, and mixed telecom (system control and administrative).

At Operating Locations:

At operating locations, the trades work on all three types of telecom shall be treated as trades work under the IOPAA, with the exception of specialized telecom work (see below).

At Administrative Locations:

At administrative locations, the trades work on system control telecom shall be treated as trades work under the IOPAA.

At administrative locations, the trades work on mixed telecom shall be treated as trade's work under the IOPAA when the primary purpose is system control.

Both of the above two items are subject to the same exception of certain specialized telecom work (see below).

At administrative locations, administrative telecom shall be outside of the scope of the IOPAA.

Specialized Telecom Work:

There is some work which falls outside of the scope of the IOPAA.

A detailed definition will not be attempted; "past practice" and the "trades/non-trades criteria" (see Appendix to IOPAA) will be used to determine this type of work.

Clarification:

The above arrangements do not afford any special distinction to telephone companies (e.g. Bell Canada, Thunder Bay Telephone etc.) with the following exceptions:

- facilities currently owned by the telephone companies
- site entrance cables owned by the telephone companies

This clarification is required in recognition of the fact that the telephone companies are no longer monopoly suppliers of rented telephone systems.

APPENDIX “C”

ATTACHMENT “2”

Training Note

Resources Planning – Undetermined Work

When assigning undetermined work, it is an objective of the parties to improve the predictability of work assignment for the longer term as more and more assignments are issued so that resource planning will be facilitated.

APPENDIX “C”

ATTACHMENT “3”

Training Note

Warranty Work

When there is work to be done that is subject to a warranty, provided that that work is similar to the original work, that work will be assigned to the trades that installed that component or system in the first place (e.g. foundation that was installed with a new transformer is found to have severe cracking then the trades involved in the initial installation will carry out the necessary re-work or a piece of equipment fails that is under a manufacturer’s supply and install warranty then that manufacturer will carry out the necessary re-work in the same manner as the initial work).

If the work required is a modification of a component of the original work, i.e. “incurred work”, then that work is subject to the provisions of the IOPAA (e.g. repair of a component is found to result in an upgrade to that component).

APPENDIX “C”

ATTACHMENT “4”

TRAINING NOTES

SUBJECT WORK 6.11

This paragraph references subject work (i.e. all work) as per Article 2.02, yet Article 2.02 is intended to primarily deal with undetermined work.

It is not necessary to put PWU trades work and BTU work through the 2.02 process, in fact this work should be referred to the unions for classification under 2.02 on an exception basis only.

This is because it is inappropriate for either the PWU or the BTU to have to make a case that work which is clearly theirs, should be assigned to them.

Some work however is unclear as to BTU or PWU or undetermined, and therefore it may be referred via 2.02 to the unions for classification.

APPENDIX “C”

ATTACHMENT “5”

TRAINING NOTE

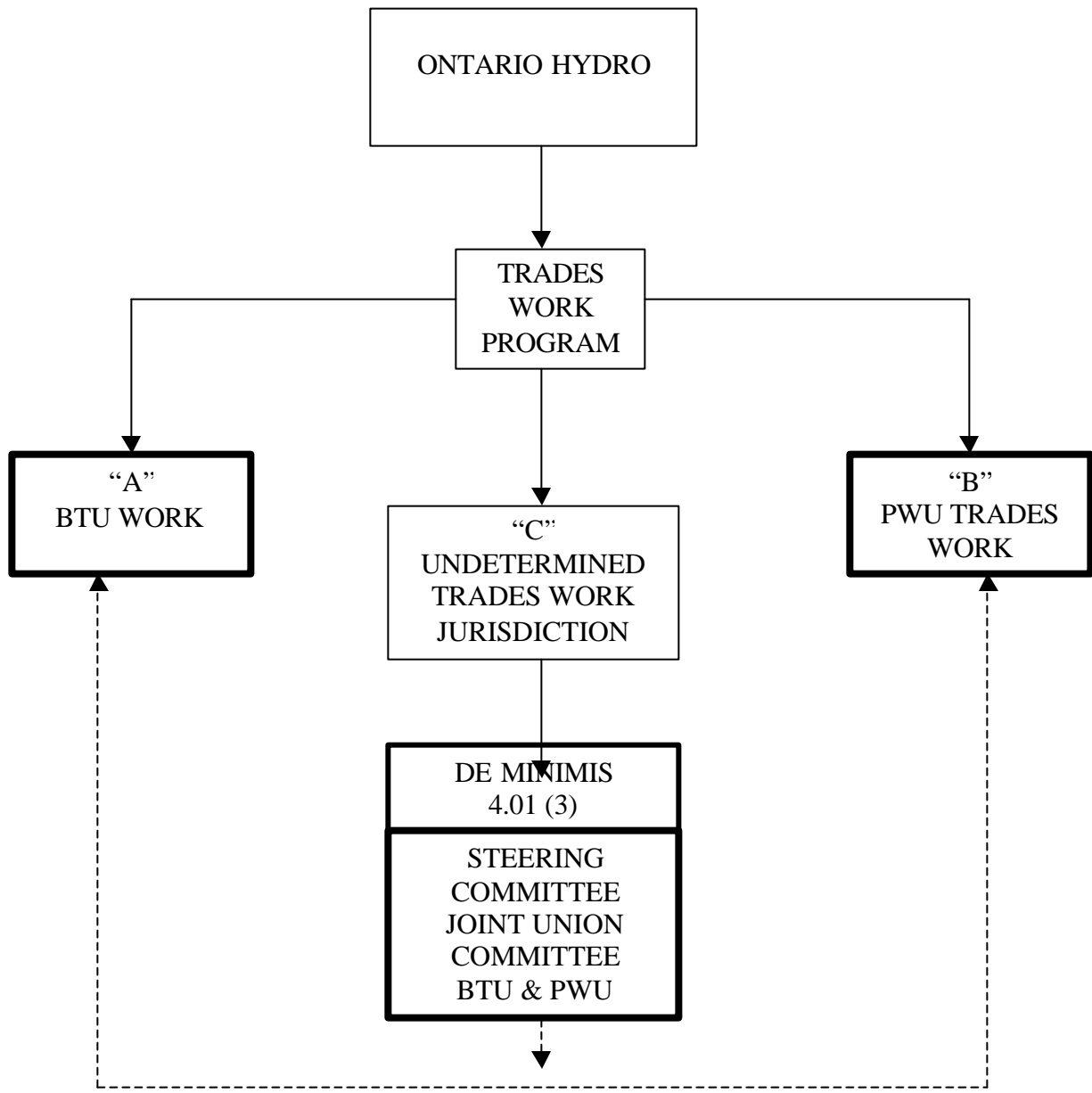
ON-SITE & INTER SITE SUPPORT

Under the principles of the IOPA, Minor/”De Minimis” movement of material by any party was allowed for from:

- work site (e.g. tower site) to work site,
- assembly yard to work site,
- on site warehouse to work site and
- maintenance facility to work site.

Additionally, it was agreed that:

“Haulage/Freight” (site to site and on-site) is subject to the terms of the IOPAA. 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.



**LINES
TRADES WORK JURISDICTION
PROCESS
LINES >50 kV**

Note: Undetermined Trades Work (Box “C”) will be assigned through the Steering Committee. This committee will be comprised of assigned people from the BTU and PWU. This joint process will be responsible to assign all Box “C” work. Decisions will be made on a consensus basis, without prejudice.

Note: Union activities shown in **BOLD** boxes and dashed lines.

LINES TRADES WORK JURISDICTION

BUILDING TRADES UNION

Ontario Hydro identifies the trades work program, classifies the trades work and assigns the following to the BTUs (Box "A"):

New Construction >50 kV
New Components >50 kV
New Fibre Optic Installation on Lines >50 kV
Removal and/or replacements and/or demolition
Restranging
High voltage U/G (Status Quo)
Extensions

In relation to trades work which flows from the above:

New taps and/or junctions
Temporary bypass
Related line clearing & slashing
Site & Intersite support
Roads/Cranes/T&WE
Fabrication, Shops (related)
Warehouses (Status quo)
Overflow PWU – PWU can't supply
(i) Steel Structure mods or relocate
(ii) Footing mods or relocate
All component replacement done with (i) or (ii)

LINES TRADES WORK JURISDICTION
PWU TRADES WORK

Ontario Hydro identifies the Trades Work Program, classifies the trades work and assigns the following to the PWU (Box “B”):

All trades work 50 kV and less
All Box “A” overflow – BTU can’t supply
Spacers & dampers – existing
Fibreoptics on lines <50 kV
Numbering & marking – existing
Recoating – Tower
Insulator cleaning – all
Minor clearance work – all (excluding tower raising)
Microwave tower maintenance – all
Inspection (commission & de-commission)
Right-of-way maintenance – all, e.g. Forestry, vegetation control
Navigational lighting – maintenance – all
Troubleshooting, diagnosis, adjustment – all
Helicopter crew – all
Component e.g. conductor repair
Hardware repair
Insulator repair and recoating – all
Site & intersite support
Roads/cranes/T&WE
Fabrication, shops (related)
Warehouses (status quo)
High Voltage U/G (status quo)

LINES TRADES WORK JURISDICTION

UNDETERMINED TRADES WORK

Ontario Hydro identifies the Trades Work Program and initially classifies the trades work as undetermined according to the following:

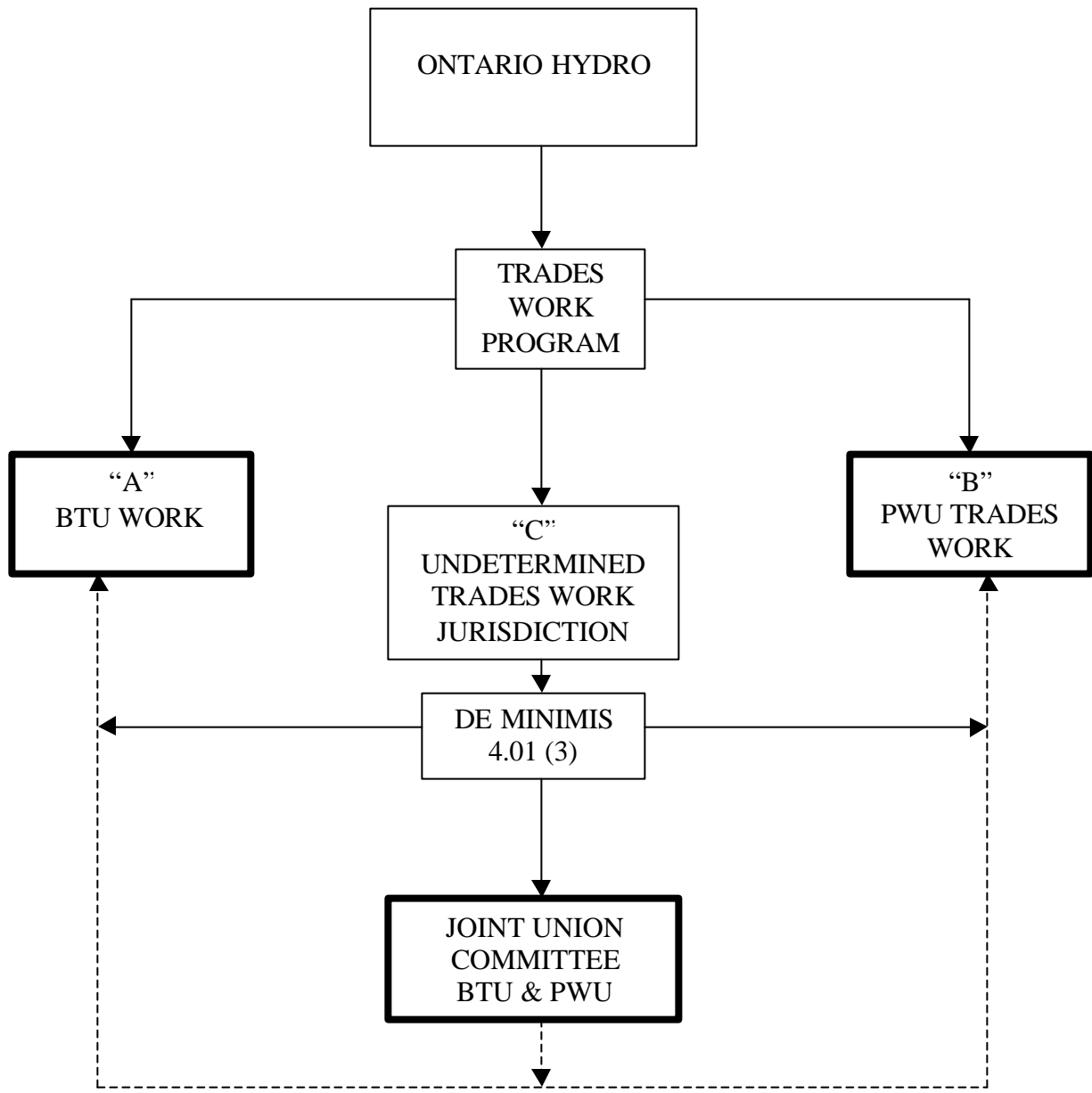
Steel

Component replacement (other than “A” or “B”)
Skywire (excluding new fibre)
Hardware
Insulators
Conductors < 5km
Taps & junctions (existing lines)
New components <5km (excluding steel structures)

Wood

New construction (<5km)
New fibre <5km
Extensions <5km
Skywire (excluding New Fibre)
Removal & replacement including components <5km
Reconstruction
Conductor <5km
Component replacement – all

If any trades work function is in relation to work which flows to Box “C” via threshold (less than 5km), this trades work jurisdiction is determined by the joint process; e.g. new taps, temp by-pass, install of new components, related line clearing/slashing, T&WE mtce, site & intersite support, etc.



**STATIONS
TRADES WORK JURISDICTION
PROCESS**

NOTE: Undetermined trades work (Box "C") which does not flow to either party will be assigned by a Joint Union Committee. This Committee will be comprised of assigned people from the BTU and PWU. This joint process will be responsible to assign all undetermined trades work. Decisions will be made on a consensus basis, without prejudice.

NOTE: Union activities shown in **BOLD** boxes and dashed lines.

STATIONS TRADES WORK JURISDICTION

BUILDING TRADES UNIONS

Ontario Hydro identifies the Trades Work Program, classifies the trades work and assigns the following to the BTUs (Box "A"):

Construction of all new facilities, equipment, systems
Additions and/or extensions
Dismantling, demolition and/or reconstruction of systems and/or facilities
Control metering and/or relay (all except assigned in Box "B")
Structural alterations
Warehousing (status quo)
High voltage U/G work (status quo)

In relation to work which flow from above:

Fabrication and shop work
Maintenance of construction equipment, tools & facilities
Check and test to ensure proper installation
All overflow work assigned to the PWU
Overflow PWU – PWU can't supply
IOPAA 5.01 Wording applies

STATIONS TRADES WORK JURISDICTION

PWU TRADES WORK

Ontario Hydro identifies the Trades Work Program, classifies the trades work and assigns the following to the PWU (Box "B"):

Restore/preserve existing components, equipment or systems
Examination
Troubleshooting
Diagnosis
Adjustments
Cleaning/coating/removal and/or replacement (related substitutions)
Repair existing components
High voltage U/G work (status quo)
Site maintenance
MUS maintenance
Commission/de-commission
Warehousing (status quo)

Trades control metering and relay work incidental to and/or as a result inspection, troubleshooting, diagnosis etc, of yard components
IOPAA 5.01 wording applies

STATIONS TRADES WORK JURISDICTION

UNDETERMINED TRADES WORK

Ontario Hydro identifies the Trades Work Program and initially classifies the trades work as undetermined according to the following:

All component replacement work

Alterations to existing systems

Renovations of existing offices

Mobile transformer, (mobile) capacitor bank installations

Rehabilitation (large scale refurbishment of station or facility in relation to size of station or facility. It consists of BTU trades work, PWU trades work and trades work to be assigned by the unions (Box "C"))

All other work not included in "A" or "B"

IOPAA 5.01 wording applies

DATED AT The Inn on The Park Hotel, Toronto, Ontario, this 23rd day of February 1995.

POWER WORKERS' UNION (CUPE LOCAL 1000)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 1788

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 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 CARPERNTERS 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 PIPEFITTERS 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

ONTARIO HYDRO

APPOINTMENT OF MEDIATOR/ARBITRATOR

The Power Workers' Union and the Building Trades Unions, by their authorized signing officers hereby agree to appoint Jules Bloch as mediator/arbitrator under the Inn On The Park Accord and Addendum of February 6, 1996.

Dated this _____ day of _____, 1996

POWER WORKERS' UNION

BUILDING TRADES UNION

APPOINTMENT OF ALTERNATE MEDIATOR/ARBITRATOR

The Power Workers' Union and the Building Trades unions, by their authorized signing officers hereby agree to appoint Robert Herman as alternate mediator/arbitrator under the Inn on The Park Accord and Addendum of February 6, 1996.

DATED this _____ day of _____, 1996

POWER WORKERS' UNION

BUILDING TRADES UNIONS

INN ON THE PARK ACCORD ADDENDUM (attachment)

The signing parties agree that the IOPAA dated February 6, 1996 is revised to implement the following changes:

- The parties recognize that all references to Ontario Hydro are replaced with Ontario Hydro Services Company.
- The parties recognize that the Ontario Hydro Services Company replaces Ontario Hydro for all purposes of the IOPAA.
- The parties recognize that all references to IBEW Local Union 1788 are replaced with the Canadian Union of Skilled Workers and its' successors.
- The parties recognize the Canadian Union of Skilled Workers is the BTU signatory party to this agreement that replaces IBEW Local Union 1788 for all purposes of the IOPAA.
- The parties recognize that "Building Trades Union" as defined in Article 4.01(14) are the "BTU" unions signatory to the IOPAA.
- The IOPAA does not apply to joint ventures as per Article 12 and only applies to trades work where OHSC acts as a contractor as per Article 4.01(1)a. In Article 4.01(1) a, the word "Contractor" refers to having direct responsibility for the performance of the trades work versus the design or project management components of a job.

Signed this 7th day of July, 1999.

On behalf of

Ron Stewart
Ontario Hydro Services Company

Don McKinnon
Power Workers' Union

BTU Chair

Canadian Union of Skilled Workers