

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

DOCKET NO. U-170970

EXH. DH-9

DAVID HAWKINS

WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS



## LABOUR REQUIREMENTS CLAUSE – FORM 1

- A For the purpose of this Labour Requirements Clause, the following definitions shall apply:
1. “**Company**” shall mean any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or person contracting to do the whole or any part of the work contemplated by this tendering document or contract, as the case may be, at the site described in this tendering document or contract, as the case may be.
  2. “**EPSCA Agreement**” shall mean any collective agreement in existence now or in the future between The Electrical Power Systems Construction Association and any Trade Union. The following trades are covered under EPSCA:
    - Boilermakers
    - Bricklayers
    - Carpenters
    - Cement Masons
    - International Brotherhood of Electrical Workers – Transmission Systems
    - Insulators
    - Ironworkers
    - Labourers (LIUNA OPDC) – Transmission Systemes
    - Millwrights
    - Operating Engineers
    - Painters
    - Pipefitters and Plumbers (U.A.)
    - Plasters
    - Rodmen
    - Roofers
    - Sheet Metal Workers
    - Teamsters
  3. “**CUSW Agreement**” shall mean the collective agreement in existence now or in the future between the Canadian Union of Skilled Workers and Hydro One or any other relevant CUSW agreement.
  4. “**Work on Site**” shall mean work performed by any Company for Hydro One in the Province of Ontario on property acquired by Hydro One for:
    - (a) the construction of transformation and distribution facilities, or extra high voltage, high voltage or distribution lines, or microwave and repeater stations;
    - (b) the supply of aggregate and concrete used in the construction of said facilities; and
    - (c) ancillary material yards.



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- B** Any Company performing any non-electrical Work on Site which would come within the jurisdiction of any of the Unions that are signatory to an EPSCA Agreement shall be required to conform to and adhere to the provisions of that EPSCA Agreement. If the EPSCA Agreement does not contain a wage rate for a trade classification required by any such Company, it shall request Hydro One's Manager of Workforce Acquisition Department, or his designate, for a wage rate and the wage rate so specified shall apply.
- C** Any Company performing any electrical Work on Site which would come within the jurisdiction of either the Canadian Union of Skilled Workers (CUSW) or the International Brotherhood of Electrical Workers (IBEW) shall be required to conform and adhere to either the relevant CUSW agreement or the EPSCA/IBEW Transmission Systems agreement. Contact Hydro One's Manager of Workforce Acquisition Department, or his designate, to determine the applicable collective agreement.
- D** For the purpose of adjustment by Hydro One of the labour costs of a directly contracted Company, the costs of any Company falling within the provisions of paragraphs B or C of this Labour Requirements Clause which has tendered to Hydro One with respect to this contract and which has entered into a direct contract with Hydro One as a result of its tender being accepted by Hydro One, shall be based upon rates of wages and working conditions specified or incorporated by reference in the EPSCA Agreements or CUSW Agreement. If EPSCA Agreements or the CUSW Agreement are added to Schedule I attached hereto or if changes are negotiated for any of the Articles of the said Agreements now or subsequently listed in Schedule I, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Hydro One, such Company shall, unless the contract is based upon a firm price for the work, either be reimbursed by Hydro One for any increases or shall pay to Hydro One any decreases or savings arising from any such addition or negotiated change. The amounts of any such increases or decreases in such Company's costs resulting directly from such an addition or negotiated change shall be in accordance with the applicable Clause of these tendering documents. Any such Company shall give Hydro One's auditors full access to all Company records considered by the auditors to be necessary for the purpose of determining the accuracy of any amounts contemplated by this Paragraph. Failing such access and such verification, Hydro One shall have no liability to pay any amounts under this Paragraph. **Such Company shall include in its bid any allowance for daily travel, subsistence or travel and transportation as provided for in the relevant Articles of any EPSCA or CUSW Agreement.\***

*\*EXCEPTION – An Employer is required to maintain the payment of subsistence allowance to employees on stand-off (as determined by the collective agreement language), these payments will not be reimbursed by Hydro One.*



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- E** Any Company performing any Work on Site which would come within the jurisdiction of any trade union that is signatory to a collective agreement with Hydro One (other than an EPSCA or CUSW) shall, as a minimum, be required to conform to and adhere to those provisions set out in Schedule II attached hereto. If Schedule II does not contain a wage rate, overtime rate, shift differential rate or other information for a trade classification required by any such Company, it will request the Manager of Hydro One's Workforce Acquisition Department, or his designate, for such rates and the rates so specified in writing shall apply. If changes are required by Hydro One in any of the provisions contained in Schedule II, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Hydro One, Hydro One shall reimburse such Company in accordance with the applicable Clause of these tendering documents, unless the contract is based upon a firm price for the work.
- F** Any Company performing any Work on Site which is not covered by either paragraph B, C or E hereof, shall be required to pay all employees who perform such Work on Site as follows:
- (i) wage rates as are established by representative collective agreements existing with contractors working in the municipality or district concerned which are appropriate for the classifications and kind of labour employed, and such revisions to the wage rates of the aforesaid collective agreements as may result from collective bargaining during the term of this contract;
  - (ii) if no such collective agreements are in force, the rates currently paid to competent workmen in appropriate classifications in the municipality or district;
  - (iii) if no such collective agreements are in force, and no current rate is established, a fair and reasonable rate.
- G** Any Company performing any Work on Site shall conform to such working conditions and administrative practices as are required by Hydro One from time to time at the work site.
- H** Hydro One may revise rates, schedules, working conditions and/or administrative practices during the term of this contract and any Company performing any Work on Site shall be required to conform to and adhere to any such revision or revisions.



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- I** Unless otherwise specified herein, no Company shall be entitled to payment or reimbursement for any increases resulting from any changes, revisions and/or additions or deletions in any rates, schedules, working conditions and/or administrative practices nor for payment or reimbursement for any resultant increases in Workmen's Compensation assessments, Unemployment Insurance payments and/or vacation pay nor for payment or reimbursement for any other increase of any sort or type in any other matter.
- J** If any Company subcontracts to any other Company any part of the Work on Site contemplated by this contract, it shall require any such Company to conform to and adhere to all terms and conditions contained in this Labour Requirements Clause and all such subcontracts shall incorporate all terms and conditions contained in this Labour Requirements Clause.
- K** The Company shall specify to Hydro One that portion of the Work on Site that will be subcontracted and shall submit prior to the subcontractor's commencement of work the name of any Company that will be engaged to perform such Work on Site together with the amount and kind of work each will perform. No work shall be subcontracted by the Company until Hydro One is informed of and approves the portion of the work to be subcontracted and the Company receiving the subcontract. Upon written request Hydro One may, in exceptional circumstances, grant written approval to the Company to change any of the subcontractor companies named or the amount and kind of work to be performed by each or to let additional subcontracts.
- L** Any Company tendering with respect to this contract or any Company performing any Work on Site contemplated by this contract may consult with Hydro One's Manager of Workforce Acquisition Department or his designate with respect to rates, schedules, working conditions and/or administrative practices which may be applicable to this contract. Any information given by Hydro One shall in no way obligate Hydro One with respect to any matter nor shall it in any way relieve any Company of its responsibility for determining any matter upon which to base its tender.
- M** Hydro One's Manager of the Workforce Acquisition Department, or his designate, may call meetings with respect to rates, schedules, working conditions and/or administrative practices or for discussion and clarification of any problem involving labour relations. Any Company tendering with respect to this contract and any Company performing any Work on Site contemplated by this contract shall attend such meetings when requested by Hydro One.
- N** Hydro One may require from time to time any Company tendering with respect to this contract to supply Hydro One forthwith with any and all collective agreements that it or any of its subcontractor Companies may have covering the area where the work is to be performed.



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- O** Any Company contracting or contracted to perform any Work on Site contemplated by this contract shall give to Hydro One immediately upon request evidence satisfactory to Hydro One of such Company's compliance with any or all of the terms and conditions contained in this Labour Requirements Clause. Failure to do so, or failure to comply with any of the terms and conditions contained in this Labour Requirements Clause shall, at the option of Hydro One, render this contract or such part of it as is determined by Hydro One, null and void upon notification in writing to the defaulting Company by Hydro One.