

# EPSCA Nuclear Projects Agreement in Principle

Painters – June 27, 2014

## Article 1.0 Scope

- 1.1 This agreement shall apply only to work performed by the Building Trades Unions (BTU) notwithstanding the current EPSCA (and/or OPG/Bruce Power) Collective Agreements. This agreement shall apply on existing Ontario Power Generation Inc. (OPGI) Nuclear Sites (Pickering, Darlington, Bruce) and Bruce Power LP property.
- 1.2 Unless otherwise altered by this Nuclear Projects Agreement, all Articles in the existing EPSCA collective agreement continue to apply.

## Article 2.0 Term

- 2.1 The provisions of this agreement will continue from date of signing of this agreement until December 31, 2032 and may be modified only on the mutual consent of the parties in writing.

## Article 3.0 No Strike and/or Lockout During the Term of Agreement

- 3.1 There shall be no strike and/or lockout at any of the sites covered by this agreement during the term of this agreement.

## Article 4.0 Cooperation between Unions to Minimize Disputes

- 4.1 In recognition of each of the parties entering in this agreement, the "union(s)" agrees not to raid the jurisdiction of any other construction trades on sites covered by this agreement.

## Article 5.0 Employment - Hiring and Mobility

### 5.1 REFERRALS

The name hire ratios set out in the collective agreement shall continue to apply. When workers are required on a Project, the Employer may use the following to fill the requirements:

#### A) Nuclear Qualified Worker (NQW) Referral \*

- i) Submitting an Employment Request to the local hiring hall and the union will refer Nuclear Qualified Workers (NQW) who are members of the appropriate hiring hall.
- ii) If the local union is unable to fill as per 5.1 (A.i) then they will proceed on a fan out (closest first) basis to refer a NQW from outside the Local
- iii) If the local union is unable to fill as per 5.1 (A.ii) then they will proceed on a fan out (closest first) basis to refer a non-NQW who is otherwise a qualified Journeyman or Apprentice (first 2 years of this agreement)
- iv) After the first two (2) years of this agreement, only NQW's will be referred.

\* It is the intent of the parties to encourage and promote the completion of Nuclear Qualified Worker status amongst members of the unions. During the first two (2) years of this agreement, priority will be given to NQW's but referral of NQW's is not a mandatory referral requirement. After the first two (2) years of this agreement the unions will only refer Nuclear Qualified Workers. Within

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ninety (90) days of the signing of this agreement, the parties shall agree what qualifications apply to a NQW.

### **B) Recall**

Recall of Local union members who have worked on any site covered by this agreement in the previous ninety (90) days from the date of termination with the same employer and who have not been employed during that time period.

An Employer loses the right to Recall employees from a particular Local whenever the Employer hires from that Local's out-of-work list.

If the Employer chooses to bypass employees who are eligible for Recall, the Employer forfeits the right to recall those bypassed employees.

## **5.2 TRANSFERS**

The Employer shall notify the Local Union having jurisdiction over the project prior to transfers being utilized.

### **A) Transfer between Employers**

Transfer employees already working on a site covered under this agreement between Employers, provided both Employers agree.

Such transfers will be limited to: short term work assignments (14 calendar days); or emergent work that may involve specific skill requirements; or radiological dose management. Any disputes that cannot be resolved shall be referred to the Project Committee.

### **B) Transfer between sites**

Transfer employees who are already employed on a site covered under this agreement to another site provided the employees are already Nuclear Qualified Workers and the Local with jurisdiction for the work has no Nuclear Qualified Workers available. Employees previously dispatched to a project will not be laid off to accommodate such transfers.

### **C) Transfer same Employer different sector**

Transfer employees already working for the same Employer between sectors within the Jurisdiction of the Local Union provided the employees are already Nuclear Qualified Workers (NQWs).

- 5.3 Notwithstanding the above, should the Employment Request remain unfilled after seven (7) days the Employer may use any other means to hire qualified painters. All workers hired on this basis shall become members of the appropriate Union upon their first day of employment.

## **Article 6.0 Bumping and Lay-off**

- 6.1 Once a worker is hired onto a site covered by this agreement, travelers and/or permit workers shall not be displaced and/or bumped by any other member.
- 6.2 For reductions of staff, the normal Lay-off procedure will apply. In all cases of Lay-off, the remaining employees must be already trained and qualified to perform the remaining work.

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### Article 7.0 Reporting Location

- 7.1 The Employer will designate the reporting location(s) according to the nature and location of the work.
- 7.2 All employees will report to the reporting location point at their scheduled start time.

### Article 8.0 Breaks

- 8.1 The Employer will designate break areas, at or immediately adjacent to the workplace and schedule rest and lunch periods as safe and efficient work scheduling dictates.

Unless within the immediate vicinity of break areas, there will be instances when a designated break area will not allow for consumption of food and/or beverages. Water will be provided in designated break areas.

The Employer will accommodate employees with legitimate medical conditions.

### Article 9.0 Project Committee

- 9.1 The parties agree that early identification and resolution of issues is in the best interests of all. To facilitate this, the parties agree as follows:
- a) A Project Committee will be formed for each project site covered under this agreement
  - b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for each Project Committee covered under this agreement within 90 days of signing this agreement.
  - c) This Project Committee will deal with disputes and issues in an expeditious manner that have not been resolved through the Grievance procedure.
  - d) All disputes will be referred to the Project Committee prior to referral to the Ontario Labour Relations Board. If the dispute is not resolved within fifteen (15) days of being referred to the Project Committee (or unless otherwise mutually agreed to), the matter can be referred to the Ontario Labour Relations Board. For disputes referred to the Project Committee, Grievance Procedure time limits shall be held in abeyance until dispositioned by the Project Committee.
  - e) The Project Committee shall not deal with issues and disputes that are intended to be dealt with under the Joint Health and Safety Committee (JHSC).

### Article 10.0 Stand Off

- 10.1 When unable to proceed with its work, an Employer may elect to either layoff or standoff part or all of its crew.
- (a) Layoff

If the Employer elects layoff, it shall be carried out in accordance with the provisions of the collective agreement. An employee laid off will be issued or provided electronically with a Record of Employment indicating "Lay-Off – shortage of work."

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### (b) Standoff

If the Employer elects standoff, it reserves the right to standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of standoff will be made by the Employer during normal working hours. No travel allowance will be paid to the employee for the standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided.

- 10.2 An employee qualifying for subsistence allowance (subject to 10.1(b) who is placed on standoff will be paid his appropriate subsistence allowance for the duration of the standoff. These days are deemed to be non-work days.

If standoff continues beyond ten (10) consecutive working days, an employee at his option may elect to remain on standoff for an additional five (5) consecutive working days or be laid off.

After fifteen (15) consecutive working days on standoff the employee will be laid off or will return to work.

The parties acknowledge that the above-noted Standoff provision shall be applied to an employer's employees equitably subject to the necessity of retaining the necessary skills of particular employees.

- 10.3 On commencement of standoff an employee will be issued a Record of Employment.

- 10.4 If an employee elects layoff, it shall be carried out in accordance with the terms of the collective agreement. An employee laid off will be issued a Record of Employment indicating "Layoff – shortage of work" dating back to his first day of standoff.

### Article 11.0 Composite Crews

- 11.1 The use of Composite Crews does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed as the Employers prerogative to assign workers out of their usual skill classification. The principle of "One Person, One Job" will be used to determine composite crews. A composite crew shall normally be determined no later than at the Mark-Up Meeting with prior notice to be given to the Local Unions involved. The Unions shall have input into the makeup of the composite crew.

- 11.2 The Employer may maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.

- 11.3 It is understood that all employees will work together harmoniously as a group and as directed by the Employer.

- 11.4 In the event that any jurisdictional disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Employer representative, based upon decisions and agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the Site Project Committee involved for a decision.

- 11.5 The Employer and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of Ontario Power Generation and Bruce Power LP Projects.

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## Article 12.0 Radiation Protection

- 12.1 The parties recognize that a trained pool of "green qualified" members (Construction Radiation Protection Coordinators "RPC's") is critical to project success. The parties will meet annually to review, discuss, and identify potential shortfalls and actions to ensure an adequate supply of qualified labour. The parties agree to work together to provide and maintain training opportunities that are aligned with Project needs.
- 12.2 While no union has jurisdiction over this role, the employer will undertake to employ RPC's in general proportion to the craft jurisdiction of the Project in question.
- 12.3 At the annual meeting referenced in 12.1 above OPGI, Bruce Power and the Employers will provide information regarding projected craft requirements (based on established jurisdiction) together with estimated numbers of supporting RPCs. The required training will occur in time so that qualified BTU RPCs will be available in time to support upcoming Projects.

## Article 13.0 First Nations Commitment

- 13.1 In addition to the Aboriginal Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of First Nations peoples in the BTU workforce on sites covered by this agreement.

## Article 14.0 Code of Conduct

- 14.1 The Parties agree that a Code of Conduct is in the best interests of all stakeholders to ensure efficient, productive projects. They also agree that failure to adhere strictly to all Code of Conduct provisions is grounds for serious disciplinary action, up to and including dismissal and/or removal from the Project. All Employees working under this agreement will be required to follow and adhere to the OPGI or Bruce Power LP Code of Conduct.

## Article 15.0 Apprenticeship

- 15.1 The Employer will work with local union's signatory to this Agreement to develop an apprenticeship protocol. The intention is that such protocol will include a minimum 20 percent "apprentice ratio" applicable to each employer covered by this agreement.

## Article 16.0 Socially Progressive Programs

- 16.1 The parties agree to promote other socially progressive programs (e.g., Helmets to Hardhats, Hammerheads, CHOICE Pre-Apprenticeship Program, etc.). These programs may vary on a trade-by-trade basis.

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### Letter of Understanding Nuclear Qualified Worker (NQW)/Training

The parties recognize that a pool of trained members will benefit all parties to this agreement, the industry and the public at large by making the Nuclear industry more competitive.

The parties recognize that to ensure an adequate supply of members for available employment opportunities that it will be necessary to provide and maintain training and upgrading opportunities that are aligned with the needs of the industry, the Employer and the members.

The parties recognize that individual Employers have training standards that are required for all workers coming to work at their facilities and that these can be identified. It is understood that it is the desire of the parties to track the training records of the members and work towards providing trained members to the workplace.

The parties recognize that to maintain the skills necessary to keep pace with changes in the industry (technology and work methods) that it will be necessary to work together to identify these changes and to develop the training and upgrading needed to ensure that the members have the skills and qualifications to participate in the workplace.

The parties agree to participate in a training process for unemployed members as follows:

When it is determined that a requirement can be foreseen for members with particular skills or qualifications, the Union will provide the instructors and facilities for Nuclear Qualified Workers (NQW) and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications. The parties will determine funding for incremental training costs incurred by the Union.

#### Principles to Govern Initial Start Up

The parties will meet within thirty (30) days of signing of this agreement to develop a joint training committee that will:

- Establish training standards for NQW.
- Work towards a broader referral application on the agreed upon training.
- Develop and implement a standard Nuclear Qualification.
- Work towards getting approval of payment of Employment Insurance (EI) during the delivery of this training.
- Work towards a delivery system that can accommodate the members in their home area (e.g., Computer-Based Training).
- Establish training standards and equivalencies.
- Establishment and maintenance of ongoing qualifications and related issues.
- The parties will explore the inclusion of the Security Clearance process as a part of the NQW.

The Employer will notify the union of work requests in advance to allow members that do not have the required training to attend.

The parties agree that these courses will be set up and delivered at an appropriate location.

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## **Letter of Understanding 1992 Darlington Settlement on Blues**

Effective date of ratification of this agreement, the Memorandum of Settlement dated January 12, 1993 is no longer in effect.

Agreement is subject to the elimination of the Memorandum of Settlement in the majority of all other Nuclear Project Agreements.

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The parties agree to set up a working committee of 4 IUPAT appointed members and 3 EPSCA appointed members to develop the language to integrate this PLA as an appendix to their collective agreement

This PLA shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this PLA, and shall remain in force and enforceable until December 31, 2032, notwithstanding the status (enforceability) of any collective agreement to which it may be appended.

Dated: June 27, 2014

Dated: June 27, 2014



Electrical Power Systems Construction  
Association

IUPAT

*Pending Ratification*

*Pending Ratification*