COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called 'EPSCA')

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(hereinafter called the 'Union')

May 1, 2025 – April 30, 2030

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

EPSCA/TEAMSTER COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called 'EPSCA')

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(hereinafter called the 'Union')

WHEREAS EPSCA is an Association formed to represent Employers in collective bargaining and on their behalf enter into collective agreements covering those of their employees in the bargaining unit as hereinafter defined;

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

NOW THEREFORE the parties hereby agree as follows:

Article 1 RECOGNITION

1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Section 1.4 and forepeople as defined in Section 1.5 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation, Hydro One, and Bruce Power LP property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

For the purpose of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltages over 50 kV), transmission stations, microwave and repeater stations.

1.2 The work described in Section 1.1 shall also include work on property acquired by Ontario Power Generation, Hydro One, and Bruce Power LP for:

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(a) the supply of aggregate and concrete used in the construction of said facilities; and

(b) ancillary material yards which are defined as property acquired by Ontario Power Generation, Hydro One, and Bruce Power LP for the storage of materials to be used on a project by Employers.

1.3 The Union recognizes EPSCA as the exclusive bargaining representative for all Employers in respect of work performed by their respective employees in the bargaining unit set forth in Section 1.1.

1.4 The term "employee" shall include all employees of the Employers in the classifications set out in Article 2, save and except those described hereunder:

* ***For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Lines and Stations Construction Zone. The work encompasses:***

- construction of new facilities
- additions to existing facilities
- major - modifications
- rehabilitation
- reconstruction of existing facilities

(a) 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 term "employee" includes forepeople in Articles 19, 21, 24, 26, 27, 28, 29, 30, 30.1(b), 30.1(c), 33, and Appendix D and in the applicable Vacation Pay and Statutory Holiday Articles.

The foreperson, if not already eligible to act as a working foreperson during the normal scheduled hours of work, will not act as a working foreperson on overtime.

* A crew is defined as a foreperson and the total number of tradespersons directly supervised

1.5 The term "foreperson" shall include all forepeople of the Employers between the ranks of, but not including, working foreperson and general foreperson

1.6 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that is bound by the terms and conditions of this Agreement.

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Article 2 CLASSIFICATIONS

2.1 Classifications are divided into three groups as set out below:

GROUP 1

Driver
- all vehicles except as listed in Groups 2 and 3 below
- bus
- farm tractor
- forklift up to and including 8 tons

Outboard Motor Boatperson
Inboard Motor Boatperson under 24 feet
Material Checker - Blanket Stores and Weigh Scales
Serviceperson
Warehouseperson to Start
Helper
Dispatcher

GROUP 2

Driver
- fully equipped line truck
- self-loading/off-loading boom or A-frame equipped truck
- truck with tag-along float
- truck with pole trailer
- cross-country vehicle (tracked and rubber tired articulated frame, such as Nodwell, Go-Tract, Foremost, Bombardier, Treefarmer)
- single unit, Euclid-Type excavation truck
- forklift over 8 tons
- truck with T3 pole trailer
- redi-mix

Warehouseperson after 12 months

GROUP 3

Driver
- float
- tractor, semi-trailer
- belly-dump type, such as Euclid, DW20, DW21
- truck with T5 pole trailer
- Self-loading/off-loading Boom Truck (8 tons and over boom

capacity) Inboard Motor Boatperson - 24 feet and over

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Articulated Dump Truck

Note: Drivers operating a vehicle or a boat carrying explosives shall be paid the appropriate rate for vehicle/ boat being operated, but in no case less than the Group 1 rate.

2.2 The Warehouseperson classifications are as set out below:

Warehouseperson after 12 months
Warehouseperson to start
Helper

2.3 The Subforeperson classification is as set out below:

Teamster Subforeperson

2.4 Working Forepeople
When the crew size is five (5) or less, including the foreperson, the foreperson may be required to work with the tools of the trade.

2.5 The 'classifications' referred to in Subsection 2.1 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 12 and 13 of this Collective Agreement.

2.6 The Parties agree that should a new classification be established, they will meet to discuss which Group it will be placed in.

Article 3 FORM OF AGREEMENT

3.1 This Agreement shall apply to employees and to forepeople who work for Employers as defined by Article 1.6, while such employees and forepeople are engaged in work as described in Article 1, Recognition.

Article 4 WAGES

4.1 Wage rates for employees in the classifications listed in Article 2 shall be as set forth in the wage schedules attached hereto, and will remain in effect until April 30, 2030.

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4.2 Differentials for Teamster Groups are as follows:

Group 3	-	Base rate
Group 2	-	Group 3 base pay rate minus $1.50 per hour
Group 1	-	Group 3 base pay rate minus $2.50 per hour

Article 5 STATUTORY HOLIDAY AND VACATION PAY

5.1 The Vacation and recognized holiday pay rate shall be ten (I0) percent of vacationable gross earnings*. The vacation pay rate shall be six (6) percent and the recognized holiday pay rate shall be four (4) percent. Payment shall be made weekly on the employee's regular pay cheque.

5.2 A three (3) week leave of absence for the purpose of taking an annual vacation will be granted in the calendar year in which the employee completes one year of continuous service with the Employer. In special circumstances, where the work schedule permits, additional time off may be granted an employee. The additional time off will not be unreasonably denied.

"Vacationable gross earnings" means pay for regular hours, overtime, premium pay, shift differential, lines and stations daily travel time, retroactive pay adjustments, reporting pay, inclement weather pay, call-in pay, Saturday and Sunday premiums and trade training, but does not include payment for initial and return travel.

Article 6 STATUTORY HOLIDAYS

6.1 The Statutory Holidays recognized under this Agreement are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

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Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

EPSCA reserves the right to change the day of observance of a Statutory Holiday when such holiday falls on a Tuesday, Wednesday or Thursday including Canada Day.

Article 7 EXECUTIVE COMMITTEES

7.1 The Union and EPSCA shall each appoint an Executive Committee. The Executive Committee of EPSCA shall consist of the Board of Directors and the officers of EPSCA. The Executive Committee of the Union shall consist of senior representative of the Union. The Committees will meet together at least annually to review matters associated with the administration of this Collective Agreement, with the intent that administrative policies will be formulated for consideration by each Executive Committee. The Executive Committees will also meet together to receive reports of joint committees established under this Agreement.

Article 8 PROJECT COMMITTEES

8.1 A Project Committee shall be established for each of the Major Projects and the Lines and Stations Construction Zone..

8.2 The Committee will be responsible for conducting EPSCA/Union concerns for each Major Project or Lines and Stations Construction Zone.and will meet quarterly or as necessary to deal with working and living conditions on the job, excluding matters which may be grieved or negotiated and disputes involving work assignments.

8.3 On the part of EPSCA, each Project Committee shall comprise the appropriate Manager of Construction, General Superintendent, and a like number of contractor representatives elected from among and by the contractors on each particular Major Project or Lines and Stations Construction Zone.. In addition, the officers of EPSCA are ex officio members of this Committee.

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8.4 On the part of the Union each Project Committee shall comprise the appropriate accredited Union Representative for each Major Project or Lines and Stations Construction Zone., as defined in Article 7, and may include senior union representatives

8.5 The chair of each EPSCA Project Committee shall be the Manager of Construction for the appropriate Major Project or Lines and Stations Construction Zone., as the case may be.

8.6 The chair of each Union Project Committee shall be appointed by the Union.

8.7 Chairpersonship of the meetings will alternate between the EPSCA Project Committee chair and the Union Project Committee chair.

8.8 Answers to questions raised by either party shall be given, in writing, within five (5) working days of the meeting by the party answering the questions to the party who raised the questions.

8.9 When an urgent answer is needed to a problem not relevant to negotiation, grievance or work assignment, the Project Committee will be called to meet within forty-eight (48) hours, where practicable, to deal with the problem. The Committee's answer will be given, in writing, to the party raising the question within forty-eight (48) hours of the meeting.

8.10 EPSCA and the Union will set the time and place of all Project Committee meetings.

Article 9 ACCREDITED UNION REPRESENTATIVES

9.1 The senior representative of the Union will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement for each Major Project and a suitable number for the Lines and Stations Construction Zone.. The Union will notify EPSCA in writing, of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to the EPSCA representative upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

9.2 An Accredited Union Representative may be appointed by the International Representative to be their designate in matters requiring the involvement of the International Representative.

The International Representative will inform EPSCA, in writing, of the name, duration of, appointment and function of such designate.

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Article 10 UNION STEWARDS

10.1 Accredited Union Representatives shall inform the appropriate EPSCA Representative and the Employer of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. Any steward, other than a Chief Steward, shall exercise their duties only in respect to employees of their Employer. Any Chief Steward, in order to carry out their duties in respect to employees of other than their Employer, shall first involve the EPSCA Representative. Any steward shall obtain permission from their immediate supervisor before leaving their work area for union business. Such permission shall not be unreasonably denied.

For Pickering, Darlington and Bruce Power LP Nuclear sites, a Chief Steward at each site shall be paid at the foreperson rate. All Chief Stewards in receipt of the foreperson rate are still eligible to work on the tools.

The foreperson rate does not apply when Chief Stewards are working overtime on the tools.

Except at Bruce Nuclear Power Development (BNPD):

Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Chief Steward be designated and attend, as part of the Chief Steward's duties, on behalf of the accredited union representative.

10.2 The appropriate Union shall receive written notice before the employment of a steward is terminated by their Employer, and provided the steward is able to perform the work required, they will be the last employee to be retained by their Employer in a layoff/standoff situation.

10.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in individual trade appendices, shall be given the first opportunity to work the overtime providing they are qualified to perform the work.

10.4 No foreperson or subforeperson shall be permitted to act as a steward.

10.5 The provisions of Article 10.3 are not applicable to Union Stewards in Lines and Stations. Lines and Stations Union Stewards shall be notified of all overtime work.

Article 11 ADVANCE NOTICE

11.1 EPSCA will advise the Union of all new Generation Station Projects and Lines and Stations Construction Projects coming under the provisions of this Agreement for the construction field forces of the Employers.

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Upon the request of the Union, EPSCA will convene a prejob conference before work commences to discuss preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the project. EPSCA will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Union and those affiliates in attendance at the conference.

11.2 Subsequent prejob conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.

11.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 11.1 and 11.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by the office of the General Manager of EPSCA, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

Article 12 WORK ASSIGNMENT

12.1 The jurisdiction of the Union~~s~~ shall be that jurisdiction established by Agreements between International Unions claiming the work or Decisions of Record recognized by the AFL-CIO for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction. An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department, AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

Where no Decision or Agreement applies, the Employer agrees to consider evidence of established practices within the industry when making jurisdictional assignments.

12.2 (a) A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes.

(b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

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In the Electricity Production Zones when work falls within this criteria the EPSCA Office will send out a "Notification of Work" along with a copy of the original minutes of mark-up meeting(s) to the Local Unions prior to work commencing. This procedure shall not preclude the Union's right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

(c) When an Employer has work that is less than a 3 week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the union will be notified of the scope of work and the Employer's proposed work assignments. The Union~~s~~ will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union -of the final work assignments prior to the commencement of the work.

(d) All work that does not meet the criteria set out in clauses 12.2(b) or 12.2(c) will be reviewed and assigned at a markup meeting.

* ***For the purposes of this Article, Lines and Stations will be considered a single project site and the Bruce Nuclear Power Development (BNPD) will be considered a single project site.***

For the purposes of this Article, Nanticoke, Lambton, BNPD, Pickering, Darlington, Atura, Lines and Stations and the 5 Electricity Production Zones are each considered individual project sites.

(e) EPSCA will provide written notice to the Union as far in advance as possible of markup meetings. The Unions may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

(f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the union. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Unions of the final assignments prior to the work commencing.

(g) The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union.

(h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

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Article 13 JURISDICTIONAL DISPUTES

13.1 (a) In the event there is a jurisdictional dispute which cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time.

The Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 13.1(b), 13.2, 13.3, and 13.4 will apply.

In the event another Union has the option to pursue jurisdictional disputes at the Ontario Labour Relations Board, the Union shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board when these Unions are involved in the jurisdictional dispute.

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 13.1(b), 13.2, 13.3, and 13.4 will NOT apply.

(b) In the event that a jurisdictional dispute arises over a work assignment, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. Any Union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. The parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Impartial Jurisdictional Disputes Board authorized by the Building Trades Department.

13.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the International Representative of the Union. The Union~~s~~ and Employers involved shall advise EPSCA, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

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13.3 EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.

13.4 In the event that an arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Union shall have recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.

13.5 When a jurisdictional dispute exists in the electrical power systems sector, upon request by the International Representative of either of the Unions involved, Employers shall furnish the International Representative with a letter from a duly authorized official of the Employer on the Employer's stationary, stating that the Union requesting the letter was employed on specific types of work on a given project. The Union requesting the information will supply the Employer with the name of the other Union involved in the dispute and the Employer will provide that Union's International Representative with a copy of the letter being given to the requesting Union.

When a jurisdictional dispute exists in the electrical power system sector between Unions and upon written request by the International Representative of the Union, the Employer shall supply the International Representative of the Union involved with a copy of the evidence submitted by the other Union(s) involved along with drawings and/or prints plus a description of the work or process in dispute.

13.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 13.4 above, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause 13.6 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

13.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.

13.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 13.4 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

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Article 14 UNION SECURITY

14.1 UNION MEMBERSHIP

(a) Employees

As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that employees maintain their union membership in good standing.

(b) Forepeople

As a condition of employment, all forepeople covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that forepeople maintain their union membership in good standing.

14.2 CHECKOFF

The Employers shall deduct union initiation fees and dues from their employees' and forepeople's wages. Such fees and dues will be deducted weekly or monthly and transmitted to the designated officials of the Union, on or before the 15th day of the month following the month in which deductions are made, together with full check off lists of employees and forepeople subject to check off.

The Union shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees and dues.

The Union, through its International Office, will notify EPSCA, in writing, of the appropriate initiation fees and Union dues and of any changes to such fees and dues. Within three (3) weeks of receipt of an acceptable written notice, any changes to such fees and dues will be implemented. The effective date will be the date of implementation.

The Employer will check off initiation fees on receipt from the Union of authorization signed by the employee.

14.3 The Union may designate dues from any of the following options:

- a fixed dollar amount per month,
- a fixed percentage of vacationable gross earnings (as defined in the applicable Article in each Appendix) per month,
- a fixed cents per hour worked or paid,

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- a fixed cents per hour worked or paid plus a fixed dollar amount per week or month,
- a fixed dollar amount per month plus a percentage of vacationable gross earnings.

Regardless of the option selected, the Employer will only remit monies to a single location. Any redistribution is the responsibility of the Union. By mutual agreement with

the Union, an Employer may elect to continue current administrative practices relative to the deduction of union dues.

14.4 The parties agree that wage schedules, union dues, and remittance changes referenced in Articles 14 and 20 are to be provided in writing to EPSCA and such changes shall only take place during the month of March of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Article 15 EMPLOYMENT

15.1 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for the Lines and Stations Construction Zone.. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.

(b) The boundaries of the geographic areas will be jointly established at prejob conferences.

15.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Major Project and the Lines and Stations Construction Zone.. A purpose of this office will be to co-ordinate employment as specified in this Article.

15.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in 15.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.

15.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union of future labour requirements for all employees coming within the scope of this Agreement.

15.5 Where key tradespeople are required, Employers reserve the right to employ and transfer key tradespeople to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

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15.6 The employment of additional tradespeople and apprentices, excluding key tradespeople and tradespeople employed through the Employment Request Article, shall be carried out on the following basis and sequence:

(a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate local union office for tradespeople and apprentices required. The request will include a description of the work, the number of qualified tradespeople and apprentices required, and the name of the Employer for whom the tradespeople and apprentices will be working.

(b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA office. As much as their out-of-work lists will permit, the Unions will supply members on a fan-out basis from the project or work location.

The Employers will either hire such persons or substantiate their reasons, in writing, for not doing so.

The Union will co-operate with the Employer and advise the EPSCA office of the name, address and telephone number of members being referred for work with Lines and Stations Construction as soon as they are known.

(c) If, after a request has been made, the Union is unable to supply sufficient tradespeople and apprentices to meet the labour requirements of the Employers, the Employers may employ tradespeople and apprentices who are resident within the geographic area. Such tradespeople and apprentices shall comply with the requirements of Article 14 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.

(d) Once the supply of suitable tradespeople and apprentices within the geographic area has been exhausted and additional tradespeople and apprentices are required, EPSCA will contact the International Representative for the trade concerned, or their designee, in order to determine whether suitable union tradespeople and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradespeople and apprentices on the basis that they be supplied from the nearest location where they are available.

The Employer may elect to:

i) Hire employees currently on recall; or
ii) Transfer existing employees from sector to sector within the Local Union area; or
iii) Name hire members from the Local Union; or

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iv) Hire a combination of employees from (i) to (iii) above. The total of employees hired from (i) to (iii) above not to exceed 50% of all employees hired.

If the Local Union hiring in the ICI sector exceeds 50% Employer selection, Employer under this collective agreement will be entitled to the same percentage(s) in their hiring.

15.7 Re-employment of employees as required by the Workplace Safety and Insurance Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 15.

15.8 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.

Article 16 FOREPERSON

16.1 It is understood that forepeople hold a key position in the relationship between the Employers and the Unions. Both parties agree that every effort should be made to recruit and retain forepeople who have a high degree of efficiency in the performance of their jobs and in the handling of their people. Recognizing the responsibilities involved in being a supervisor and a member of a Union, the Employers, the Union~~s~~ will make every effort to minimize problems that may arise which concern the relationship between the forepeople, the Employers and the Unions.

16.2 Forepeople are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as provided for in the individual trade appendices' articles.

The parties recognize the responsibility of forepeople to discharge their managerial duties. If a Union feels that a foreperson is not discharging their managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that a Union is interfering with a foreperson in the performance of their managerial duties, the Employer or the Union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.

Employers' Right To Select

16.3 The selection and retention of forepeople will be the responsibility of the Employers. When making appointments to the foreperson level, the Employers will give consideration to those journeypeople they presently employ or those that are already members of the Union. The appointment of forepeople in charge of composite or mixed crews will take into account the nature of the work to be done.

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The retention of Working Forepeople shall be the exclusive right of the Employer, subject only to Article 18. For the purpose of Article 18, Working Forepeople (with less than 30 days in the classification) are deemed to be in the same classification as the employees subject to a layoff.

Union Affiliation

16.4 In accordance with the "Union Security" article, and in accordance with Article 16.3, Employers' Right to Select, contained in this Article, the appropriate Union affiliation for forepeople shall be determined, as follows:

(a) Forepeople appointed by internal promotion shall retain the Union membership held prior to appointment.

(b) Forepeople recruited externally shall:

(i) if a Union member, continue that Union membership; or

(ii) if not a Union member, join the appropriate Union in keeping with the nature of the work to be done.

Wages

16. 5 (a) The rates of pay for forepeople covered by this Article shall be the greater of:

(i) $4.00 per hour above the journeyperson base rate effective October 7, 2020; or

(ii) the Employer's current practice; or

(iii) the rate negotiated in appropriate local agreements; except, as noted, in (b) hereunder:

(b) The rates of pay for forepeople engaged in the supervision of work covered by the "exceptions" contained in the Operating Engineer, Teamster and Laborer Appendices shall be the greater of:

(i) the Employer's current practice; or

(ii) the locally negotiated rate for work of the same class and character.

(c) The rates of pay for subforepeople covered by this Article shall be the greater of:

(i) $2.00 per hour above the journeyperson base rate effective October 7, 2020

(ii) The Employer's current practice; or

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(iii) The rate negotiated in appropriate local agreements; except, as noted, in (b) above

Weekly Hours of Work

16.6 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for forepeople shall be the same as for the tradespeople represented by the Unions with which the foreperson is affiliated.

Shift Differential Rate

16.7 Forepeople required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradespeople represented by the Union with which the foreperson is affiliated.

Overtime Rates

16.8 Overtime rates for work performed outside normal hours as defined in the "Hours of Work" article contained in this Agreement and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradespeople represented by the Union with which the foreperson is affiliated.

Benefits

16.9 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of forepeople covered by this Article. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradespeople represented by the Unions with which the forepeople are affiliated.

Mobility

16.10 To maintain efficiency and productivity, an Employer shall have the right to move forepeople from construction site to construction site, as determined at the pre-job conference.

Apprenticeship and Training Programs

16.11 The Employer agrees to pay into operative apprenticeship and training funds on behalf of forepeople covered by this Article. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradespeople represented by the Unions with which the forepeople are affiliated.

Tools and Clothing

16.12 On a charge-out basis, the Employer shall supply forepeople with protective clothing appropriate for the conditions under which the work is being done.

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16.13 Forepeople shall be accountable, but not liable, for gang tools used by their crews.

Article 17 KEY EMPLOYEES

17.1 Employers reserve the right to employ and transfer employees from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

Article 18 LAY-OFF PROCEDURE

18.1 The layoff of employees covered by this Agreement, except for employees hired under Article 15.6 d(iii), shall be governed by the following.

(a) For the purpose of this Article, there shall be three (3) groups of employees:

(i) Drivers
(ii) Warehousepeople
(iii) Helpers

(b) Seniority will be based on the length of continuous service with the Employer.

(c) In a layoff situation, seniority will only apply at the project or within the zone. For clarity, for Line and Stations, this aligns with the Hydro One construction zones.

(d) In the event of a reduction of staff, the most junior employee in their respective group (Drivers, Warehousepeople, Helpers) having the surplus will be laid off, assuming those remaining are capable and have the necessary skills and ability to satisfactorily perform the work to be done.

(e) Subforeperson shall be laid off in their respective classifications (drivers, warehousepeople or helpers).

18.2 The percentage of employees hired under Article 15.6 shall be maintained during layoff

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Article 19 PAY PROCEDURE

19.1 NORMAL

(a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 19.1(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.

(b) Wages shall be paid by the Employers, before quitting time. Direct deposit may be implemented at the employer's discretion. The Employer will make a statement available, setting forth. "

(i) the period of time or the work for which the wages are being paid;
(ii) the rate of wages to which the employee is entitled;
(iii) the amount of wages to which the employee is entitled;
(iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
(v) any allowance or other payment to which the employee is entitled;
(vi) the amount of vacation pay for which the employee is being credited;
(vii) the amount of statutory holiday pay for which the employee is being credited; and
(viii) the net amount of money being paid to the employee.

(c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

(d) For any overpayment that amounts to $250.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union. For any overpayment over $250.00, the employer shall advise the union and obtain the employee's consent prior to recovery of the funds. Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

19.2 ON TERMINATION

(a) An employee who voluntarily terminates their employment will be provided their final pay on the next regular payday.

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(b) An employee who is laid off from a Generation Project will have their final pay and termination documents mailed to their last known address on file with the Employer by Priority Post or sent electronically within five (5) working days of termination. An employee who is laid off from a Lines and Stations construction site will have their final pay and termination documents mailed to their last known address on file with the Employer or sent electronically within eight (8) working days of termination. This does not preclude an employee being issued their final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.

The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.

(c) An employee who is discharged shall be provided with their final pay immediately if the Employer's pay facilities are on site or as per 19.2(b) if the Employer's pay facilities are not on site.

(d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

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

(e) When an employee is laid off, they will be paid for a reasonable amount of time by the Employer if they are required to travel or wait unduly before they receive their final pay.

(f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until their normal date of layoff.

Article 20 BENEFITS

20.1 All Employers agree to pay welfare and pension contributions on behalf of their employees to the operative benefit plans as designated by the Union. The amount(s) of welfare and pension contributions to be paid will be set out in the wage schedules attached hereto.

The union agrees to supply the Employer with all information regarding these welfare and pension plans and also all administrative material that is required for implementation of these payments.

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Any changes in the welfare or pension plan contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are to be put into effect. Within three (3) weeks of receipt of an acceptable written notice, such changes will be implemented. The effective date will be the date of implementation. Should welfare or pension plan contributions change during the term of this Agreement, then an adjustment may be made to the base rate. The total wage package will not be changed.

In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2 %) percent (equivalent to 24 % per annum) for each month or part thereof that the contributions and/or deductions are in default for greater than fifteen (15) days provided the Employer has received five (5) days' written notice to correct such default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the union of the failure by any employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the program administrator of the Employee Wage Protection Plan may deem that there has been an assignment of compensation under the said program in compliance with the regulation to the *Employment Standards Amendment Act, 1991* in relation to the Employee Wage Protection Program.

Article 21 CALL-IN PAY

21.1 When an employee is called in to work outside of their normal hours of work, they shall receive a minimum of four (4) hours' work at the appropriate premium rate plus travel allowance where applicable.

If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time they commence work until the start of their normal hours and will revert to their normal hourly rate at the commencement of their normal hours of work.

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Article 22 REPORTING PAY ON 8 HOUR and 10 HOUR SHIFT

22.1 An employee who reports for work, unless directed not to report the previous day by their Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when they report for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if they are requested to report for any part of the first half of a shift and an additional half shifts pay (4 hours or 5 hours) will also be paid if they are requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than their pay for normal daily hours.

22.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

22.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

Article 23 INCLEMENT WEATHER PAY

23.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather, will receive three (3) hours' pay at the applicable rate. To qualify, the employee must remain on the job site for two (2) hours unless excused earlier by an authorized representative of the Employer.

23.2 An employee who reports for and commences work but is unable to continue work due to inclement weather, shall receive three (3) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is greater.

23.3 An employee who qualifies for inclement weather pay shall also receive travel or board allowance, if applicable.

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Article 24 GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

24.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in this Article, on the following basis:

(a) Effective September 29, 2010, if an employee lives less than fifty (50) road-driven kilometers from the project, no travel allowance will be paid.

(b) If an employee lives within 50 to 70 road-driven kilometers of the project, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(c) If an employee lives within 70 to 96 road-driven kilometers of the project, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(d) If an employee lives within 96 to 110 road-driven kilometers of the project, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(e) If an employee lives greater than or equal to 110 road-driven kilometers from the project and does not qualify for subsistence allowance under Section 24.2 below, they will receive the rates as set out below per day travel allowance provided they continue to travel greater than or equal to 110 road-driven kilometers for each day worked or reported for.

Article 24	Daily Travel			
	24.1(b)	**24.1(c)**	**24.1(d)**	**20.1(e)**
	50-70 road-driven km	**70-96 road-driven km**	**96-110 road-driven km**	**≥110 road-driven km**
6/25/2025	$33.14	$38.50	$42.00	$49.37
5/1/2026	$33.97	$39.46	$43.05	$50.60
5/1/2027	$34.82	$40.45	$44.13	$51.87
5/1/2028	$35.69	$41.46	$45.23	$53.17
5/1/2029	$36.58	$42.50	$46.36	$54.50

(f) Employees using company vehicles are not entitled to daily travel

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For the purpose of the Collective Agreement, "road-driven kilometers" is based on the shortest available road-driven distance from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report, as measured through Google Maps.

ROOM AND BOARD

24.2 The following conditions will apply for employees whose regular residence* is more than or equal to 110 road-driven kilometers from the project:

(a) An Employer may supply either:

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

(ii) a subsistence allowance;

subject to Sections 24.2 (b), (c) and (d) below.

(b) An employee may exercise their option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance as set out below per day for each day worked or reported for when employed at a location south of the French River and as set out below per day for each day worked or reported for when employed at a location north of the French River subject to Sections 24.2(c) and 24.2(d) below.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations greater than or equal to 110 road-driven kilometers from the project will be entitled to the rates as set out below per day worked or reported for.

	Daily Travel
Article 24	**24.2(c)**
	Daily Travel in Room & Board (≥110 road-driven km)
6/25/2025	$61.34
5/1/2026	$62.87
5/1/2027	$64.44
5/1/2028	$66.05
5/1/2029	$67.70

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(d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance as set out below per day for each day worked or reported for.

(e) An employee employed at the Bruce Power Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance as set out below per day for each day worked or reported for.

Article 24	Room & Board			
	24.2(b)	**24.2(b)**	**24.2(d)**	**24.2(e)**
	North of French	**South of French**	**Pickering & Darlington**	**Bruce Power**
6/25/2025	$145	$125	$120	$135
5/1/2026	$150	$130	$125	$140
5/1/2027	$155	$135	$130	$145
5/1/2028	$155	$140	$135	$150
5/1/2029	$160	$145	$140	$150

24.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 24.1 and 24.2 above when such employee reports for work but does not remain at work for their scheduled daily hours unless excused by an authorized representative of their Employer.

24.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

24.5 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at $25.00 per day. This will be applied on the following basis:

(a) An employee who remains in camp on a normally scheduled work day on which they do not work will be charged $25.00 per day, unless they are excused from work for a legitimate reason by the project medical attendant or an authorized representative of their Employer.

(b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

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(c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

(d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

24.6 All applications for daily travel and room and board must be completed and filed with the Employer within seven (7) days of employment. The Employer will not be responsible for any applications filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated.

* ***An employee's 'regular residence' is:***

1. ***The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which they can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***

2. ***The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***

24.7 If a journeyperson does not qualify for Room and Board under Article 24.2, and lives greater than 110 road-driven kilometers from the project, they shall receive daily travel as per the rates in Article 24.1(e)

Article 25 TRAVEL AND TRANSPORTATION

Effective April 30, 2020 - and when working on Hydro One sites – please refer to Appendix D Article 3.1 when applying Article 25.

25.1 INITIAL EMPLOYMENT

On recruitment of tradespeople whose regular residence or place of recruitment, whichever is closer to the project, is between 96 to 189 road-driven kilometers from the project, the Employer shall pay $50.00 for the initial trip to the project.

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25.2 ONTARIO RESIDENTS

On recruitment of tradespeople whose regular residence is beyond 189 road-driven kilometers from the project, the Employer shall pay mileage based on 47¢ per road-driven kilometer plus an allowance for travel time based on one (1) hour's pay for each 96 road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesperson's regular residence or place of recruitment, whichever is closer to the project.

25.3 NON-ONTARIO RESIDENTS

On recruitment of tradespeople whose regular residence is beyond 189 road-drivenkilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time based on one (1) hour's pay for each 96 road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesperson's regular residence or place of recruitment, whichever is closer to the project.

25.4 To qualify for payment in 25.1, 25.2 or 25.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

25.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 25.1, 25.2, or 25.3 shall be entitled to return expenses calculated in the same manner as in 25.1, 25.2, or 25.3 above for the return trip from the project to the tradesperson's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

25.6 TRANSFER

When transferring employees the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay an allowance for travelling time at straight-time rates up to a maximum of eight (8) hours

Article 26 STANDOFF

26.1 When unable to proceed with their work, an Employer may elect to Standoff part or all of their crew. The parties agree Standoff is not intended to circumvent the layoff procedure.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. A Record of Employment will be issued electronically upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided.

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26.2 An employee who qualifies for subsistence allowance (subject to 26.1) and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days.

26.3 If Standoff continues beyond ten (10) consecutive working days, an employee, at their option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff. Subsistence allowance will cease after ten (10) consecutive working days on Standoff.

26.4 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff provisions of the appropriate Trade Appendix of this Agreement. An employee will be issued a Record of Employment electronically on their date of layoff indicating "Layoff – Shortage of Work".

26.5 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.

- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:

- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.

- sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.

- twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

Article 27 REST PERIOD

27.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time and in a reasonable location as directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period.

27.2 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.

27.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

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Article 28 LUNCHROOM FACILITIES

28.1 Adequately heated accommodation separate from change rooms and washrooms shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

Article 29 MEALS ON OVERTIME

29.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that they will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 ½) hours beyond the normal quitting time of the third shift, they shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and they shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and they shall be provided with a meal.

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

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one half (6 1/2) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

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Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that they will be required to work beyond their normal quitting time, prior to commencing the overtime work, they shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and they shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and they shall be provided with a meal.The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

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

Article 30 TOOLS AND CLOTHING

30.1 An employee shall be required to provide himself with the ordinary hand tools of their trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list for each trade. Each Employer will provide, insofar as is practical, separate facilities for storing the tools of each trade, but shall not be held responsible for losses, except as noted hereunder:

(a) When personal tools valued in excess of $15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesperson is required to have to perform their normal duties with their Employer.

(b) Each Employer will compensate their employees for ordinary hand tools and clothing lost by theft from locked storage provided by them for their employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesperson is required to have to perform their normal duties with their Employer.

(c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of $15.00 but not exceeding $500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesperson is required to have to perform their normal duties with their Employer.

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30.2 An employee who has obtained tools from their Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to their Employer during working hours. An employee receiving tools from their Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to their Employer.

30.3 Gang tools as described in the appendices shall be the responsibility of the Employer.

30.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive $20.00 (twenty dollars) per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

Employers may supply tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for them in accordance with the above. Employees will be charged for tools which are lost and not reported immediately.

Article 31 PROTECTIVE CLOTHING AND EQUIPMENT

31.1 Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done.

When in the opinion of the Employer it is required, wet weather clothing including rubber boots will be supplied by the Employer subject to the provisions of 31.2. This shall not be unreasonably withheld.

31.2 The protective clothing and equipment, covered in 31.1 of this Article that is provided by the Employer will be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to their Employer.

Article 32 APPRENTICESHIP AND TRADES TRAINING

32.1 Apprenticeship and other training programs should be instituted as required to maintain an adequate skilled and competent work force to perform work within the electrical power systems sector by apprenticeship training programs, upgrading programs and retraining programs.

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Article 33 HOURS OF WORK

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

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 33.2.

The weekly hours of work for all employees may be arrived at by having the employees work four (4) consecutive ten-hour shifts, either Monday-Thursday and/or Tuesday-Friday but not concurrently on the same project, and/or by having the employees work five (5) consecutive eight-hour shifts. Weekly hours of work will be established for a minimum period of two (2) weeks. The employer will notify the Local Union of the weekly hours of work for each work program at the site. If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Local Union.

Employees will not be moved from work program to work program to circumvent overtime without first reasonably exhausting the off-shift resources from the same program. Disputes arising from this Article are subject to the grievance procedure.

The start time for the day shift shall be between the hours of 6:00 am to 9:00 am. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. The Employer will notify the Local Union of its start times in advance of the work commencing. Crews may have different start times.

Trades assigned to fire watch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime premiums.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

Shift differential will not be paid on overtime hours.

Three (3) Shift Operation

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

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

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

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Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential.

Shift differential will not be paid on overtime hours.

33.2 The hours of work for such work as driveway and parking lot construction shall be as established in applicable local agreements for the class and character of work.

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

33.3 Shift Change

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

33.4 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between EPSCA and the Union.

33.5 LUNCH PERIODS FOR MAJOR PROJECTS, AND LINES AND STATIONS CONSTRUCTION ZONE

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

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

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

33.7 **Northern Hours of Work**

For work North of the French River, in remote locations where it is not practical for employees to return home daily, the employer, at their discretion may establish a shift consisting of fourteen (14) consecutive days, at the applicable rates, followed by seven (7) consecutive days off.

33.8 The Union and EPSCA may, upon mutual agreement, establish alternative work schedules.

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Article 34 SHIFT DIFFERENTIAL RATE

34.1 Employees required to work shifts other than the regular day shift shall receive a shift differential of one-seventh for normal scheduled shift hours worked.

34.2 Employees required to work on the third shift of a three-shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.

Article 35 OVERTIME RATES

35.1 Overtime rates are paid for work performed outside of normal hours as defined in the "Hours of Work" article and for work performed on Saturday, Sunday and Statutory Holidays.

35.2 Overtime rates of pay for employees in the classifications listed in Article 2 shall be as set forth in the wage schedules attached hereto.

35.3 EPSCA will provide the Union with current wage schedules.

Stewards must be given the first opportunity to work overtime in accordance with Article 10.3.

35.4 The Union and Employer have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities.

Article 36 GRIEVANCE PROCEDURE

36.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by EPSCA and the appropriate Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner:

The grievance procedure and arbitration procedure in Article 37 do not apply to jurisdictional disputes.

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36.2 PRELIMINARY DISCUSSION

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or their steward and the employee's supervisor. If the employee affected is a foreperson, the preliminary discussion will be between the Accredited Union Representative and the foreperson's supervisor.

36.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the trade concerned may file a formal grievance on the prescribed form with EPSCA or the Employer within fifteen (15) working days of the alleged grievous act.

Within ten (10) working days of the filing of the grievance, EPSCA or the Employer shall investigate the grievance and convene a First Step meeting which they or the Accredited Union Representative considers necessary to resolve it.

The Management Committee shall be comprised of the EPSCA or the Employer or their designate plus at least one representative of the Employer named in the grievance. The Union Committee shall include at least two persons, one of whom shall be the Accredited Union Representative for the grievor.

The EPSCA or the Employer shall give their reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Employer with the General Manager of EPSCA. The Accredited Union Representative for the grievor will file a copy with the Union.

The Employer will send a copy of any signed first step grievance settlement between the Accredited Union Representative and the Employer to the Union and EPSCA office.

36.4 SECOND STEP

Within ten (10) working days after the disposition has been issued under the First Step of this procedure, the Accredited Union Representative may refer the grievance on the prescribed form to appropriate EPSCA representative. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

The appropriate EPSCA representative shall investigate the grievance and convene a meeting which they or the International Representative considers necessary to resolve it and give their reply on the prescribed form to the International Representative of the Union within five (5) working days from the receipt of the grievance form which was completed at First Step.

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The Management Committee shall comprise the appropriate EPSCA representative plus two other Management Representatives, one of whom shall be a representative of the Employer named in the grievance. The Union Committee shall be comprised of at least the International Representative or their designate for the grievor. If the International Representative elects to appoint a designate, they shall inform EPSCA, in writing, of the name of the designate and the duration of appointment.

36.5 EPSCA OR UNION GRIEVANCES

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

36.6 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union, or EPSCA shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

36.7 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved against the griever's employer beginning at First Step.

36.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 37 ARBITRATION

37.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 36 the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration

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board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chair governs.

The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

37.2 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chair shall be shared equally by the parties.

37.3 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed.

Article 38 NO STRIKE - NO LOCKOUT

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

Article 39 ASSOCIATION FUND

39.1 Each Employer bound by this agreement shall contribute to the Electrical Power Systems Construction Association Fund, the amount specified on the wage schedules attached hereto for each hour worked by each employee covered by this agreement.

The Employer shall remit such contribution together with the supporting information as required on the reporting forms.

EPSCA shall indemnify the Union for any liability arising from an Employer's failure to remit such contributions.

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Article 40 RADIATION WORK

40.1 (a) Local Union to be provided with a copy of Ontario Power Generation and Bruce Power LP and Hydro One Inc Radiation Protection Regulations and any revisions.

(b) Local Union to be provided with a copy of Ontario Power Generation and Bruce Power LP and Hydro One Inc Radiation Protection Procedures and any revisions.

(c) Each employee will have access to their personal radiation exposure record.

(d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.

(e) Short-term employees will be given a guaranteed period of employment at their time of hire.

Article 41 INDIGENOUS CONTENT COMMITMENT

41.1 Where an Indigenous commitment has been established on a project, the Union will agree to the conditions required to meet the commitment.

For a project, or jobs within a project, that are less than $100,000 field labour, and have Indigenous content commitments, the terms of the collective agreement will not apply to those Indigenous content commitments

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong and respectful relationship with participating Indigenous communities.

The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous people in the Building Trade Union workforce.

The terms and conditions of this article may be modified by the mutual consent of the Union and EPSCA when they deem it prudent.

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Article 42 RADIATION PROTECTION

42.1 *Construction Radiation Protection Assistant (R.P.A.)* is a Construction Trades Person who has achieved the full radiation qualification (Green) via the approved Ontario Power Generation and Bruce Power LP and Hydro One Inc Training Program, plus has successfully completed the construction R.P.A. training and checkouts, also has performed R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

42.2 R.P.A. will be paid the appropriate equivalent foreperson's rate when performing an R.P.A. function and will report to the Site Safety Unit. R.P.A. is a "qualification" and not a "trade function" irrespective of union or trade affiliation

Article 43 GREENPERSON RECALL

43.1 In the case of a recall to work, Employers reserve the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from which they were laid off. Recalled Greenpeople will perform only Greenperson work and will not work with the tools as a Teamster.

Article 44 RECALL

44.1 Subject to Article 15 or mutual agreement an Employer may recall former employees who had previously been on their payroll.

44.2 A member, at date of recall, must be in good standing in the Union and be registered as unemployed with the local union having jurisdiction where the work is to be performed. Before commencing work, the member must be given a referral slip. To qualify for recall a former employee must be requested within twelve (12) calendar months of termination. The former employee must have been on the payroll of the Employer for at least fifteen (15) calendar days in order to be eligible for recall. In order to use this Recall article, an Employer must have previously worked under this Collective Agreement.

Article 45 DE NOVO

45.1 The parties agree there is benefit to continue addressing the mental and physical well-being of our members. In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that $0.10 per hour worked shall be contributed to De Novo Treatment Centre. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute $0.05 per hour worked as set out in the wage schedules attached hereto.

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Article 46 HELMETS TO HARDHATS

46.1 EPSCA and the union will contribute 2 cents/hour worked effective May I, 2025- April 30, 2030.

Article 47 TERM OF AGREEMENT

47.1 This Agreement shall continue in full force and effect from May 1, 2025 until April 30, 2030 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

IN WITNESS WHEREOF the parties through their duly authorized officers have executed

Dated at Toronto this 22 day of September,

FOR EPSCA:

Caitlin Gascon

Caitlin Gascon

FOR TEAMSTERS:

Gary Kitchen

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APPENDIX A MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

(a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room & board allowance.

(b) When an Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 24.1 and 24.2.

(c) An employee who remains in camp on a normally scheduled work day on which they do not work will be charged $25.00 per day unless they are excused from work for a legitimate reason by the project medical attendant or an authorized representative of their Employer.

(d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged $25.00 for the day of absence and each successive day of unapproved absence.

Hours of Work

(1) The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.

(2) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.

(3) Regularly scheduled hours of work on Saturday, Sunday, Recognized Holidays, and the fifth (5th) consecutive weekday shall be paid at two times the straight time hourly rate.

Wrap Around

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

(a) If an employee lives within 189 road-driven kilometres from the project, the Employer shall pay forty dollars ($40.00).

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(b) If an employee lives greater than 189 road-driven kilometres from the project, the Employer shall pay as an allowance, forty dollars ($40.00) plus travel time based on the equivalent of one
(1) hour's base rate of pay for each ninety-six (96) road-driven kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

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APPENDIX B 7-DAY COVERAGE

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) in duration, however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with seven (7) calendar days' notice prior to the implementation of these shift provisions.

First Shift (Day Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Second Shift (Afternoon Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

Third Shift (Night Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at two (2) times the straight time hourly rate.
Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate.
Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

Overtime will be in accordance with the provisions of the collective agreement.

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APPENDIX C 7-DAY COVERAGE LINES AND STATIONS

This shift schedule is intended for work greater than two (2) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

These provisions will only apply to work performed on Lines and Stations as follows:

“for emergency work until the system is restored to the pre-emergent state”

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours’ pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the Employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked. The Employer will provide the Union with 48 hours’ notice prior to the implementation of these shift provisions.

First Shift

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

Second Shift

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

Third Shift

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

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

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An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the Employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

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APPENDIX D LINES AND STATIONS

to the

COLLECTIVE AGREEMENT

by and between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called "EPSCA")

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter called the 'Union')

All other terms and conditions in the Collective Agreement will apply to work on Lines and Stations unless modified or supplemented by this Appendix. In the event of a conflict between language in the Collective Agreement and the language in the Lines and Stations Appendix, the language in the Lines and Stations Appendix will prevail.

LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

Applicable *to all* work on Lines & Stations at both existing and new sites

1. DAILY TRAVEL ALLOWANCE

1.1. The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 24.1 on the following basis:

(a) If an employee lives less than fifty (50) road-driven kilometres from the work location or declared assembly point, no travel allowance will be paid.

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(b) If an employee lives within fifty (50) to seventy (70) road-driven kilometres from the project, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(c) If an employee lives within seventy (70) to ninety-six (96) road-driven kilometres from the work location or declared assembly point, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(d) If an employee lives within ninety-six (96) to one hundred and ten (110) road-driven kilometres from the work location or declared assembly point, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

(e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometres from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 2.1 (c) below, they shall receive the rates as set out below per day travel allowance for each day worked or reported for.

	Daily Travel			
Section 1	**1.1(b)**	**1.1(c)**	**1.1(d)**	**1.1(e)**
	50-70 road-driven km	**70-96 road-driven km**	**96-110 road-driven km**	**≥110 road-driven km**
6/25/2025	$32.56	$37.14	$42.00	$49.29
5/1/2026	$33.37	$38.07	$43.05	$50.52
5/1/2027	$34.20	$39.02	$44.13	$51.78
5/1/2028	$35.06	$40.00	$45.23	$53.07
5/1/2029	$35.94	$41.00	$46.36	$54.40

(f) Employees using company vehicles are not entitled to daily travel.

1.2 The Employer reserves the right to base daily travel allowance on the distance in road-driven kilometers from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report.

1.3 For the purpose of the Collective Agreement, “road-driven kilometres” is based on the shortest available road-driven distance from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report, as measured through Google Maps.

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2.1 ROOM AND BOARD

The following conditions will apply for employees whose regular residence[1] is greater than or equal to one hundred and ten (110) road-driven kilometres from the work location:

(a) An employer may supply either:

(i) room and board in camp or a good standard of board and lodging; or

(ii) a subsistence allowance;
subject to Sections 2.1(b) and (c) below.

(b) An employee may exercise their option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of the rates as set out below per day for each day worked or reported for subject to Section 2.2 (c) below.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations greater than or equal to 110 road-driven kilometres from the project will be entitled to the rates as set out below per day for each day worked or reported for.

Section 2	**Room & Board**	
	2.1(b)	**2.1(c)**
	Subsistence Allowance	**Daily Travel in Room & Board (≥110 road-driven km)**
6/25/2025	$140	$56.96
5/1/2026	$145	$58.38
5/1/2027	$150	$59.84
5/1/2028	$155	$61.34
5/1/2029	$160	$62.87

1 An employee`s "regular residence" is:

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which they can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and
2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain a temporary accommodation at that work location;

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(d) When an employee's regular residence is more than six hundred (600) road-driven kilometers from the project, and the job or project is worked on a four X ten (4 X 10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four X 10 (4 X 10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

* ***An employee's 'regular residence' is:***

1. ***The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which they can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***

2. ***The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***

2.2 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 1.1 and 2.1 above, when such employee reports for work but does not remain at work for their scheduled daily hours unless excused by an authorized representative of their Employer. Such permission shall not be unreasonably denied.

2.3 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

2.4 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at $25.00 per day. This will be applied on the following basis:

(a) An employee who remains in camp on a normally scheduled workday on which they do not work will be charged $25.00 per day unless they are excused from work by an authorized representative of their Employer.

(b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.

(c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

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(d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

2.5 All applications for daily travel and room and board must be completed and filed with the Employer within seven (7) days of employment. The Employer will not be responsible for any application initiated after an employee has been laid off, has quit or has been terminated.

Article 3.1 – Travel and Transportation

3.1 INITIAL EMPLOYMENT

On recruitment of tradespeople whose regular residence or place of recruitment, whichever is closer to the project, is between ninety-six (96) to one hundred and eighty-nine
(189) road-driven kilometres from the project, the Employer shall pay $50.00 for the initial trip to the project .

3.2 ONTARIO RESIDENTS

On recruitment of tradespeople whose regular residence is beyond one hundred and eighty-nine (189) road-driven kilometres from the project, the Employer shall pay mileage based on 47¢ per road-driven kilometer plus an allowance for travel time based on one (1) hour's pay for each 96 road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesperson's regular residence or place of recruitment, whichever is closer to the project.

3.3 NON-ONTARIO RESIDENTS

On recruitment of tradespeople whose regular residence is beyond 189 road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus an allowance for travel time based on one (1) hour's pay for each 96 road-driven kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesperson's regular residence or place of recruitment, whichever is closer to the project.

3.4 To qualify for payment in 3.1, 3.2 or 3.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

3.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 3.1, 3.2 or 3.3 shall be entitled to return expenses calculated in the same manner as in 3.1, 3.2 or 3.3 above for the return trip from the project to the tradesperson's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

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3.6 TRANSFER

When transferring employees the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay an allowance for travelling time at straight-time rates up to a maximum of eight (8) hours

4.0 LINES AND STATIONS CONSTRUCTION DAILY TRAVEL TIME

4.1 All travel time will be outside of normal working hours.

(a) An employee will be paid their straight-time rate for all time spent travelling from their assembly point to their work location on normal working days.

An employee will be paid premium time for all time spent travelling from their assembly point to their work location on days other than normal working days.

(b) An employee will travel up to a maximum of one hour on their own time when returning from their work location to their assembly point. An employee will be paid their straight-time rate for all time spent travelling in excess of one hour.

4.2 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.

4.3 The Employer will supply transportation between the assembly points and work locations.

5.0 FOREPERSON IN TRAINING

The parties agree to establish the Foreperson in Training (FIT) classification. It is understood that FITs hold responsible positions in the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between FIT, the Employer and the Union.

The parties recognize the responsibilities of FITs to discharge their managerial duties. If the Union feels that the FIT is not discharging their managerial duties in a manner that is fair and equitable or if the Employer feels that the union is interfering with the FIT in the performance of their managerial duties, the Employer and the accredited Union Representative shall discuss for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.

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The selection if FITs will be the responsibility of the Employer. Nothing regarding the selection of FITs is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of FITs will not be subject to the grievance procedure. When making appointments, the Employer will give consideration to those employees presently employed.

The retention of FITs will be the exclusive right of the Employer. In the interest of efficiency and productivity, the Employer shall have the right to move FITs from construction site to construction site.

The FIT differential shall be 8% above the wage rate for the applicable classification as set out in the existing wage schedules. The rates of pay for all FITs covered by this Agreement will be set forth in the current wage schedules.
FITs may be required to work with the tools where the crew size is six (6) or less Union members. In all instances, the primary responsibility of the FIT shall be to perform their safety and supervisory duties.

6.0 MOBILITY

In order to address the issues of crew consistency, timelines and cost competitiveness, the parties agree that the following shall constitute the principles that will govern mobility for the term of the collective agreement.

a) When performing work on a new construction project that spans multiple local union geographic jurisdictions, the EPSCA owner/contractor shall have the opportunity to keep the crew intact, and move the entire crew across geographic jurisdictions.

b) The EPSCA owner/contractor and Union will determine who the “travelers” are, the classifications they occupy, and the local they belong to in advance of beginning work in the new geographic area (e.g. at the mark-up meeting, if one is required for the specific project).

c) Where mutually agreeable, the ESPCA owner/contractor and Union may agree to modify the make-up of the crew by replacing incumbent “travelers” with local members on the local union’s out-of-work list.

7.0 OVERPAYMENTS

For any overpayment that amounts to $250.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union. The employer shall advise the union and obtain the employee's consent prior to recovery of the funds for any overpayment over $250.00. Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

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8.0 PROTECTIVE CLOTHING (for Hydro One Direct Hires Only)

Whereas Hydro One Inc updated their fire resistant clothing catalog in 2021 which resulted in an increased cost to items. Therefore, that parties agreed to a 22% increase to allotment(s). The wearing of high-visibility flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, new employees hired directly by Hydro One will be issued an initial credit of $732.00 for the clothing allotment from the approved supplier as directed by the employer.

The replacement or major mending of clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with alternate items up to the value of the item being replaced per calendar year.

This letter of understanding will expire automatically upon the expiry of the collective agreement (unless renewed by the parties) or if flame resistant clothing becomes a legislated requirement on Hydro One sites, whichever is sooner.

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APPENDIX E NUCLEAR PROJECTS AGREEMENT

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

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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 Journeyperson 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 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.

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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 labour. All workers hired on this basis shall become members of the appropriate Union within seven (7) days of 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.

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 workface 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.

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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.”

(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 their 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 their 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.

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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 their 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 under regular operating conditions 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.

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.

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.

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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.

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.

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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.

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.

***

The parties agree to set up a working committee of 3 Teamster appointed members and 3 EPSCA appointed members to develop the language to integrate this agreement as an Appendix to their collective agreement.

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This agreement shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this agreement, 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: December 7, 2015

Electrical Power Systems Construction Association

Dated: _____

International Brotherhood of Teamsters

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

APPENDIX F INDIGENOUS EMPLOYMENT PARTNERSHIP (HYDRO ONE)

Indigenous Employment Partnership

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong, inclusive, meaningful and respectful relationship with participating Indigenous communities. The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous people in the Building Trade Union workforce.

The parties recognize that barriers exist that may prevent or minimize Indigenous participation in labour participation and contracting. As part of the parties commitment to advancing real action on reconciliation this agreement is aimed making progress on this work and actively working to address historic and current barriers.

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 Hydro One) Collective Agreements. This agreement shall apply to projects covered by Hydro One's 50/50 equity partnership (e.g. large scale Transmission component projects over 100 million dollars) on existing Hydro One property.

1.2 The parties agree that this agreement can also apply to other EPC greenfield Transmission projects upon mutual agreement.

1.3 Unless otherwise altered by this 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 until April 30, 2030 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 agrees not to raid the jurisdiction of any other construction trades on sites covered by this agreement.

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Article 5.0 Employment - Hiring and Mobility

5.1 When workers are required on a Project, the Employer may use the following to fill the requirements:

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 Indigenous workers 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 (30 calendar days); or emergent work that may involve specific skill requirements. Any disputes that cannot be resolved shall be referred to the Project Committee.

b) **Transfer between sites**

Transfer workers who are already employed on a site covered under this agreement to another site. Workers previously dispatched to a project will not be laid off to accommodate such transfers.

c) **Transfer same Employer different sector**

Transfer Indigenous workers already working for the same Employer between sectors within the Jurisdiction of the Local Union.

Article 6.0 No-Bumping/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 workers must be already trained and qualified to perform the remaining work.

Article 7.0 Project Committee

7.1 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 the project sites covered under this agreement.

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b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for the project committee covered under this agreement within 90 days of signing this agreement.

c) This project committee will deal with disputes and issues 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. Any discussions at the project committee shall be without prejudice to any matters referred to the OLRB.

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 8.0 Indigenous Commitments

8.1 The Union will cooperate in meeting the Indigenous content commitments that have been established at the project sites.

a) For established Indigenous Businesses (at least 51% Indigenous Ownership by Participating First Nations or Participating First Nations Members), the parties agree to accommodate name hires of up to 50%, provided the personnel join the respective trade union for the scopes of work they are executing, are qualified, and available to complete the scopes of work. In the event Indigenous ownership is less than 51%, the Employer will accept a Band Council Procedure Regulations or Letter of Direction from Chief and Council or Metis Council (leadership) confirming an Indigenous Business should ownership be less than 51%.

b) For Non-indigenous Businesses, the Union will cooperate in engaging Indigenous workers for Project work to meet Indigenous hiring commitments, provided the personnel join the respective trade union for the scopes of work they are executing, are qualified, and available to complete the scopes of work.

Article 9.0 Enablement

9.1 The terms and conditions of this agreement for projects under this Agreement may be modified by the mutual consent of the Union and EPSCA when they deem it prudent. It is understood and agreed that where mutual agreement for such a change cannot be achieved, the request shall not be subject to either grievances or arbitration.

Article 10.0 Apprenticeship

10.1 The parties agree to work together in good faith to increase the number of Indigenous workers on the projects covered by this Agreement.

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This Agreement shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this Agreement, and shall remain in force and enforceable until April 30, 2030, notwithstanding the status (enforceability) of a collective agreement to which it may be appended.

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STATEMENT OF UNDERSTANDING NO. 1

Nothing contained in any other Collective Agreement negotiated by EPSCA will prejudice any of the affiliates of the OACTC so far as the trade jurisdiction is concerned.

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STATEMENT OF UNDERSTANDING NO. 2 SECURITY CLEARANCE (OPG/BRUCE POWER)/ RELIABILITY SCREENING (HYDRO ONE) EXPENSE ALLOWANCE

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security clearance (OPG and Bruce Power) and reliability screening (Hydro One). Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of $50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security clearance forms. For clarity, the allowance will only be paid to employees when they have been hired on and such forms have been required to be filled out.

The union will be notified, as soon as possible, whether or not an individual has successfully obtained security clearance. This pre-clearance does not prohibit the Union from filing a grievance against the Employer on behalf of any member who is refused employment due to his/her failure to obtain security clearance.

Dated at Toronto, this 10th day of July, 2000.

E. Hawrysh	B.Roberts
Teamsters	EPSCA

G. Kitchen
E. Milley
R. Burns

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

Dated at Toronto, this 5 day of November, 2020

Teamsters

EPSCA

Alex Lolua

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

STATEMENT OF UNDERSTANDING NO. 3 HIRING AND MOBILITY REOPENER

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

The Union agrees that, in the event of legislation being introduced in the ICI sector that would put EPSCA at a disadvantage regarding hiring and mobility, they would reopen negotiations to deal with these issues. If the parties are unable to come to an agreement on hiring and mobility, EPSCA will be afforded the same hiring and mobility provisions that are provided in the ICI agreements.

Dated at Toronto, this 10th day of July, 2000.

E. Hawrysh	B.Roberts
Teamsters	EPSCA

G. Kitchen
E. Milley
R. Burns

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 1

THE ELECTRICAL POWER SYSTEMS
CONTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In producing the EPSCA and the International Brotherhood of Teamsters (Teamsters) 2000 – 2004 Collective Agreement the parties were required to use and integrate a number of previous Agreements. Specifically, these were the Master Portion (Power Council and EPSCA), Foreperson Appendix, Teamster Appendix, and Memorandum of Agreement dated July 10, 2000.

The parties agree that the Recognition Clause (Article 1) in the aforementioned 2000 - 2004 Collective Agreement is meant to capture the jurisdiction of the Teamsters stemming from the previous Collective Agreement. For clarity's sake, it is meant to neither add to nor subtract from the Teamster's previous jurisdiction.

International Brotherhood of Teamsters

EPSCA

Dated at _____, this 16 day of August, 2012.

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 2 OFF-SITE HAULAGE OF EXCAVATED MATERIAL

BETWEEN
THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)
AND
TEAMSTERS

For work in excess of twenty (20 hours), when utilizing leased or hired dump trucks to remove excavated material* to a location off-site, only the following terms and conditions shall apply:

1. With respect to Hydro One, mark-up meetings to pre clear contractors shall be held at least annually.

2. With respect to OPG and Bruce Power construction projects, this type of work will be included in the mark-up process.

3. For work not covered by the process in #1 and #2 above, the local union will be notified.

Effective date of ratification, the minimum rates will increase to:

July 1, 2025 - Tandem axle minimum hourly rate $130** HST excluded Tri Axle addition $15**/hr

May 1, 2026 - increase Tandem minimum hourly rate to $136** HST excluded Tri Axle additional $15**/hr

May 1, 2027 - increase Tandem minimum hourly rate to $140** HST excluded Tri Axle additional $15**/hr

May 1, 2028 - increase Tandem minimum hourly rate to $145** HST excluded Tri Axle additional $15**/hr

The above rates are all inclusive and are deemed to include all monies (inclusive of funds listed in the wage schedules), HST excluded.

*Excavated material shall mean non-contaminated, below grade excavated material which is removed in conjunction with site prep/removal. It does not include any material removed in conjunction with demolition.

** Minus dues

The parties agree, that notwithstanding the above, that the parties reserve all of their rights on a without prejudice basis going forward should issues arise that cannot be resolved between the parties, including the interpretation of this Letter of Understanding.

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

Dated this 5 day of November, 2020 at Toronto, Ontario.

FOR EPSCA	FOR Teamsters
Alex Lolua	

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 3 FLAME AND ARC RESISTANT CLOTHING

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, employees will be issued an initial allotment of $600.00 to purchase such clothing from the approved supplier, as directed by the Employer.

The replacement or mending of clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with equivalent items or with alternate items up to a combined value of $600 per calendar year. Exceptional circumstances will be reviewed by a Union Steward and the Employer.

This LOU will expire automatically upon the expiry of the Collective Agreement (unless renewed by the parties) or if flame resistant clothing becomes a legislated requirement on Hydro One sites, whichever is sooner.

Dated this 16 day of August, 2012 at Toronto, Ontario.

FOR EPSCA

FOR Teamsters

Dated this 5 day of November, 2020 at Toronto, Ontario.

FOR EPSCA

Alex Lolua

FOR Teamsters

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 4 COMPETITIVE TRANSMISSION RE-OPENER

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

It is understood and agreed by the parties that competitiveness and maintaining market share are important priorities. Having regard to these priorities, the parties agree that the terms and conditions of this Collective Agreement may be modified during the life of this agreement, but that such modification shall only occur with the mutual consent and written agreement between the parties.

Dated this 16 day of August, 2012 at Toronto, Ontario.

FOR EPSCA

FOR Teamsters

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 5 HOURS OF WORK – NORTH OF THE FRENCH RIVER – HYDRO ONE DIRECT HIRE EMPLOYEES ONLY

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

Applies to Hydro One Direct Hires Only:

The Employer, at their discretion, may establish the following hours of work arrangement for work north of the French River, except for where it conflicts with the applicable legislation:

i. The Employer may establish a shift consisting of eight (8) consecutive ten (10) hours days at straight time followed by six (6) consecutive days off

ii. Board allowance will be paid for all days worked. Board allowance will be as per Article 2.1 of the Lines and Stations Appendix or the employer may pay expenses in lieu of Board Allowance"

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LETTER OF UNDERSTANDING NO. 6 ALL REFERRALS WITH TRAINING

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

In order to address the issues of training and cost competitiveness, the parties agree that the following shall constitute the principles that will govern training for the term of the collective agreement.

1. The EPSCA Owners will continue to mandate the training requirements for workers on EPSCA owner sites.
2. Teamsters will attend industry standard training on their own time and complete it prior to referral and the Union will provide proof of successful completion to the Owner with the referral package. The parties agree that the following training courses will be recognized as industry standard:

   a. WHMIS
   b. FORKLIFT
   c. FALL PROTECTION/WORKING AT HEIGHTS
   d. STANDARD FIRST AID, CPR AND AED
   e. FIRE SAFETY

3. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

4. Upon mutual agreement, the parties may add additional training to this list.

Dated this 5 day of November, 2020 at Toronto, Ontario.

FOR EPSCA

Alex Lolua

FOR Teamsters

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LETTER OF UNDERSTANDING NO. 7 COLLECTIVE AGREEMENT AND WAGE SCHEDULE IMPLEMENTATION

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

If no approval is received by the accredited union representative, within the timelines above EPSCA shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

The Union will have 15 calendar days from ratification to provide the breakdown of pension, welfare, benefits to EPSCA. The parties will have 30 calendar days upon ratification to review, approve and implement the wage schedules. The parties will have 60 calendar days from ratification to review, approve the new collective agreement.

In the event that an error is subsequently discovered on the wage schedules the error shall be corrected and applied on a prospective basis and there shall be no retroactive adjustment or claw back.

Dated this 5 day of November, 2020 at Toronto, Ontario.

FOR EPSCA

Alex Lolua

FOR Teamsters

Document ID: 496f742ac7c6d446f89d1179f3cc747d799d1a196df6aed8b02a3d8781a139c3

LETTER OF UNDERSTANDING NO. 8 6 X 3 SCHEDULE – NUCLEAR ONLY

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

TEAMSTERS

When working under the provisions of this LOU, all conditions listed below will supersede those contained in the main agreement. Where this LOU is silent, the appropriate Article in the Collective Agreement applies.

If in the transition onto or off this schedule, other than a layoff, an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those employees who are laid off during or at the end of the schedule.

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts, followed by three (3) consecutive days off. When employees work Monday to Friday, they shall be paid at straight time, with overtime as required. When working on a Saturday, Sunday and Statutory Holidays, employees will be paid at the applicable rate. Where this schedule is utilized, there will be a scheduled rest rotation where the employee will not be scheduled to work - this scheduled rest rotation will occur on every 8th rotation. Overlap of shift and/or start/finish times may be required.

It is intended that this schedule will be worked on a six (6) day, ten (10) hour per day schedule, with two (2) hours paid in accordance with Article 35 - Overtime Rates after eight (8) hours per day Monday to Friday.

Shift work may be established by the employer on a two or three, eight (8) hour per day shift basis, with overtime as required. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked.

Where an employee works a full rotation before and after the scheduled rest rotation, the employer will pay the applicable room and board for the scheduled rest rotation.

Shift changes amongst employees must be authorized by the employer.

Any disputes that arise from the application of this schedule shall be referred to the Nuclear Projects Agreement Project Committee.

Shift Provisions

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Day Shift

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

Afternoon Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-seventh (1/7) of the straight time hourly rate.

Night Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth (1/5) of the straight time hourly rate.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established by the employer.

Overtime Rates
This is to clarify that overtime will be paid in accordance with Article 35 - Overtime Rates.

Dated this 5 day of November , 2020 at Toronto, Ontario.

FOR EPSCA

FOR Teamsters

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