

**ONTARIO PROVINCIAL POWER SECTOR
COLLECTIVE AGREEMENT**

between

**ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And the

**UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA**

May 1, 2020 - April 30, 2025

EPSCA/UA COLLECTIVE AGREEMENT

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ONTARIO PROVINCIAL POWER SECTOR

COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called the "EPSCA")

**on behalf of Ontario Power Generation Inc, Bruce Power LP,
Hydro One , Portlands Energy Centre and
all other contractors performing work in the
Electrical Power Systems Sector**

and the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA**

(hereinafter called the "Union")

WHEREAS EPSCA is formed to represent all Employers engaged in construction industry work in the Electrical power systems sector 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 the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and the Canadian Labour Congress and has in its membership competent, skilled and qualified journeymen and apprentices to perform work coming within the trade and craft jurisdiction; and

WHEREAS EPSCA and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeymen and apprentices employed by Employers within the electrical power systems sector of the construction industry, and further, to encourage closer cooperation and understanding between EPSCA and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE, EPSCA and the Union mutually agree that the working conditions as set out below shall be applicable throughout the Province of Ontario.

Article 1

RECOGNITION

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Article 1.3 engaged in
- (i) all construction industry work under the responsibility of a construction unit* of the Ontario Power Generation Inc, Bruce Power LP, Hydro One or Portlands Energy Centre and;
 - (ii) all Major** construction industry work which is tendered/contracted for an operating unit of Ontario Power Generation Inc, Bruce Power LP, Hydro One or Portlands Energy Centre and;
 - (iii) work performed by a construction unit of Ontario Power Generation Inc, Bruce Power LP, Hydro One or Portlands Energy Centre for any operating unit of either company where it has been determined by that operating unit that there does not exist internally the expertise or current staff to perform the work.

This work shall be performed in the Province of Ontario on Ontario Power Generation Inc, Bruce Power LP, Hydro One or Portlands Energy Centre property for the bulk power system. The work encompasses:

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

For the purpose of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltages over 50 kV) and transmission stations, microwave and repeater stations save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

- 1.2 The Union recognizes EPSCA as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.

* *See Letter of Understanding - Construction Unit*

** *The definition of Major described in (ii) above and any issues arising out of the interpretation of Major shall be dealt with in an attached Letter of Understanding.*

- 1.3 The term "employee" shall include all foremen, subforemen, journeymen and apprentices of the Employers as identified in Article 1.1 above. "Subforemen" are working foremen who exercise supervisory responsibility and who may use the tools of the trade.
- 1.4 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any Employer engaged in the work as defined in Article 1.1 above.
- 1.5 Notwithstanding the provisions contained in this Article, this Agreement does not alter existing practices operative between individual Employers and the Union with respect to general foremen and subforemen.
- 1.6 EPSCA and the Union agree that the use of nomenclature is meant to refer to both genders.

Article 2

EXECUTIVE COMMITTEE

- 2.1 To advance harmonious relations between EPSCA, the Employers, the Union, and the employees, EPSCA and the Union shall each appoint an Executive Committee. The Executive Committee of EPSCA shall consist of the Board of Directors and Officers of EPSCA. The Executive Committee of the Union shall consist of the Senior Representatives of the Union and the Accredited Union Representatives.

The Committee shall meet together quarterly or upon request of either Committee to review matters associated with the administration and application of this Agreement. It will be the intent of both Committees to implement the standardization of this Agreement and all of its provisions wherever employees are working in the Province as well as deal with issues related to non-compliance with Articles in the collective agreement.

The parties will exchange dates in December of each year in order to schedule dates for Executive meetings in the following year.

- 2.2 Executive Committee minutes will be kept regarding the formal business conducted at these meetings, detailing those items discussed. The minutes must have the joint approval of the Executive Committee.
- 2.3 In recognition of matters that may arise during the extended duration of this Collective Agreement, the Executive Committee may deal with any issues brought forward by the parties that represent a significant change. Any alterations or modifications to this Agreement must be mutually agreed to by the parties.

Article 3

ACCREDITED UNION REPRESENTATIVES

- 3.1 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 and grievances on the basis of not more than two representatives from the Union for each Major Project and suitable number for the Construction and Services Division. 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. Upon entering the job site, such representatives after identifying themselves to the EPSCA representative and the authorized representative of the Employer, 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.
- 3.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in all matters requiring the involvement of the International Representative.

The International Representative will inform EPSCA of the name of such designate prior to his involvement.

Article 4

UNION STEWARDS

- 4.1 The Accredited Union Representative shall inform the appropriate EPSCA representative in writing of the names of all stewards as they are appointed and when they cease to act as stewards. A steward shall exercise his duties only in respect to employees of his Employer. Any steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.

The Accredited Union Representative shall inform the appropriate EPSCA representative in writing of the name of one steward who will be responsible for the conducting of business at the Project level. The Chief Steward shall be supplied by the Employer with a list of employees hired and discharged. He shall receive a copy of all correspondence related to disciplinary matters issued to the employee. The Chief Steward and the Accredited Union Representative shall be notified of all layoffs a minimum of one day in advance.

4.2 In the event of a work stoppage or threat of a work stoppage or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately take all reasonable action to ensure that the prohibited action of the employees is prevented or stopped.

4.3 The Union shall be given written notice before a steward is released or transferred by the Employer. Under normal conditions the steward will be the last employee retained by the Employer in a layoff situation, provided the steward is able to perform the work required in Management's opinion.

The Accredited Union Representative may appoint one (1) Alternate Chief Steward, to perform Chief Steward duties only when the regular Chief Steward is absent from work. The Alternate Chief Steward will not be laid off until the manpower on-site is reduced to ten (10) UA members or less, unless by mutual consent between the accredited Union Representative and the Accredited EPSCA Representative.

4.4 The Chief Steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

Article 5

ADVANCE NOTICES

5.1 EPSCA will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.

Upon request, EPSCA will convene a prejob conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the Project.

Article 6

WORK ASSIGNMENT

6.1 The Jurisdiction of the Union 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.

6.2 In recognition of the Union's jurisdictional claims, it is understood that the assignment of work and the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the procedure established by the Plan for the Settlement of Jurisdictional Disputes in the Construction

Industry, or any successor agency of the Building and Construction Trades Department. When a jurisdictional dispute exists between unions and upon request by the United Association, the Employer shall furnish the U.A. Director of Canadian Affairs a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project. The Employer agrees to consider evidence of established practices within the construction industry generally when making jurisdictional assignments.

- 6.3 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.
- 6.4 When work is 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 the Union's right to contest previously disputed work. The EPSCA Office will send out a "notification of work" along with a copy of the original minutes of mark-up meetings to the Local Unions prior to work commencing.
- 6.5 When an Employer has work that is less than a three week duration and there are ten (10) or fewer employees covered by the 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 Unions will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employers for consideration. The Employer will notify the Union of the final work assignment prior to commencement of the work.

* For the purposes of this Section, Lines and Stations, Nanticoke, Lambton, Lakeview/Hearn, BPND, Pickering, Darlington, Lines and Stations and the 5 Electricity Production Zones are each considered individual project sites.

- 6.6 All work that does not meet the criteria set out in sections 6.4 or 6.5 will be reviewed and assigned at a markup meeting.

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

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 Union to submit evidence of its 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 Union of the final assignments prior to the work commencing.

EPSCA will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the United Association Canadian Office and Accredited Union Representative.

Upon request, the employer shall supply the UA Canadian Office and Accredited Union Representative 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 from a qualified representative of the Employer.

- 6.7 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 jurisdiction of the United Association.

Assignments made with respect to the work referred to in 6.7 above shall not be subject to jurisdictional disputes providing it is limited to two hours duration and a maximum of two employees and limited to the movement of uninstalled tools and/or materials. Nothing in this article will set practice or precedent and cannot be relied upon as evidence for future assignments.

6.8 Jurisdictional Disputes

The International Representative of the Union will advise EPSCA in writing of his intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify in detail the work in question. 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 and/or the Contractor agree to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the UA Director of Canadian Affairs. The decision of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement.

- 6.9 There shall be no sit down or work stoppage because of jurisdictional disputes.

- 6.10 In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment or if the said Plan is unable to convene and issue decisions or if the Union is unable to refer the dispute to the Plan, EPSCA and the Union shall have recourse to the Ontario Labour Relations Board for a decision.

- 6.11 In the event the building trades in the Province of Ontario are successful in establishing a Provincial Impartial Jurisdictional Disputes Board, EPSCA and the

Union agree to meet and discuss implementation of procedures set forth by said Board.

Article 7

UNION SECURITY

- 7.1 The Employers agree that all employees under this Agreement will be members of the Union and will maintain such membership in good standing as a condition of employment.
- 7.2 At the request of the Union, a checkoff system of Union dues will be instituted and made operative for the duration of this Agreement. All deductions will be based on hours paid. The Employers will supply full checkoff lists of employees subject to checkoff at regular intervals, and agree to collect monthly for the Union dues payable to the Union. The Employers will transmit the monies so collected to the designated officials of locals of the Union. The Union will indemnify EPSCA and the Employers for any liability arising from the deduction of dues as requested by the Union.
- 7.3 Any changes in dues will be confirmed by the International Representative to EPSCA before such changes are put into effect.

Article 8

EMPLOYMENT

- 8.1 (a) For the purposes of this Section, a geographic area will be established for each Major Project and geographic areas for the Construction and Services Division. The size of these geographic areas will be dependent upon the location of the work.
- (b) The boundaries of the geographic areas will be jointly established at pre job conferences.
- 8.2 An office will be established by EPSCA, or by the Employer with the approval of EPSCA, for each Major Project and the Construction and Services Division. A purpose of this office will be to coordinate employment as specified in this Section.
- 8.3 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 Section 8.1 (a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.

- 8.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union of future manpower requirements of all employees coming within the scope of this Agreement.
- 8.5 (a) Where key tradesmen are required, Employers reserve the right to employ and transfer two (2) key tradesmen to a project site. The key tradesmen will be considered name hires in accordance with Section 8.6 (b).
- (b) An Employer reserves the right to transfer employees within the geographic area of the Local Union between projects covered by this collective agreement.
- (c) Pickering/Darlington

The Employer may elect to transfer existing employees (to a maximum of five from each Local union) under the EPSCA Agreement from site to site. The Employer will notify the Local Union Business Manager as to which employees will be eligible for transfer. Employer will notify the locals prior to transfer. Best efforts will be made to balance the number of transfer hours between the two locals. Stewards will not be adversely affected by any transfer. Key men will be allowed as per Article 8.5 (a). Foremen and subforemen will be allowed as per Article 9.

On contract anniversary date (May 1st) each year, the Employer shall review the man-hours worked in the previous year with the Executive Committee. The Committee shall have the authority to adjust the transfer provisions based on the man-hours worked and base load of work performed, in addition the Executive Committee shall have the authority to suspend these provisions should the workload not merit transfers or should a Contractor abuse these provisions. At no time during this agreement will the Executive Committee have the authority to increase the transfer provisions to greater than ten (10). The Business Manager of Local 46 and Local 401 (or their delegate) shall be a member of the Executive Committee. The Local Union Business Manager may increase the transfer provisions (above the agreed number) on a temporary basis as they see fit. Members previously dispatched to a project will not be laid off to accommodate such transfers.

(d) All Locals

The Employer may elect to transfer employees sector to sector within a Local Union jurisdiction. The Employer will notify the Local Union prior to such transfer. The employees must be members of the Local Union. Key men will be allowed as per Article 8.5 (a). Foremen and subforemen transfers will be allowed as per Article 9. Stewards will not be adversely affected by any such transfer. Members previously dispatched to a project will not be laid off to accommodate such transfers. Employees transferred under this Article will count as name hires and form part of the 50% provision.

8.6 The employment of tradesmen and apprentices, excluding key tradesmen, shall be carried out on the following basis and sequence:

- (a) The Employer may elect to:
 - (i) hire employees currently on Recall (see Section 8.6 (e) Recall and Statement of Understanding #4 - Application of Recall - Nuclear Sites only)
OR
 - (ii) request union members from the Local Union,
OR
 - (iii) transfer employees as per Article 8.5
OR
 - (iv) hire a combination of employees from (i) and (iii) above.

- (b) The EPSCA office, or the Employer's office, with the approval of EPSCA, will request the appropriate Local Union office for tradesmen and apprentices required. The Union will furnish security cleared workmen prior to furnishing other workmen, providing access to security clearance is made available to all members. The Employer shall have the right to determine competency and qualifications and to reject any new applicant and to discharge and discipline any employee for just and sufficient cause.

The Employer shall not discriminate against any employee by reason of his membership in the Union or his participation in its lawful activities.

The Employer shall have the right to request Union members from that local Union having jurisdiction for the geographic area by name, in writing, who shall be issued a referral slip by the local Union. The number of employees so requested shall not exceed fifty percent (50%) of the employees supplied to the job by the local Union, subject to the local Union being able to supply. This ratio shall not be exceeded at any point during the project.

- (c) Local Union members who are resident in the Province of Ontario will be referred by the Union for employment through the EPSCA office, or the Employer's office, with the approval of EPSCA. As much as their out-of-work list will permit, the Union will supply members on a fanout basis from the project or work location.

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

- (d) When the supply of local union member tradesmen and apprentices has been exhausted and additional tradesmen and apprentices are required, Employers may transfer employees in their employ in the local union geographic area (no sectoral restriction), prior to contacting the International

Representative for the trade concerned in order to determine whether Union tradesmen and apprentices are available outside of the local union. The United Association will co-operate in providing employment to such union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

- (e) RECALL (Nuclear Sites Only- Does not apply to New Build) - An Employer may recall former Local Union employees and key tradesmen, for a period of forty five working days from the last date of the employee's layoff provided the employee has not been employed elsewhere.

If an Employer chooses to bypass employees who are eligible for Recall, the Employer forfeits the rights to recall those bypassed employees. (Also see Statement of Understanding #4 - Application of Recall – Nuclear Sites Only.)

- (f) The Employer agrees to hire and employ only members of the United Association when available on all work within the jurisdiction of the Union. Such employees as a condition of their employment shall continue to maintain their membership in the United Association. No one will be employed unless they are in possession of a referral slip from the Local Union office. All employees in possession of a referral slip from the Local Union shall register with the office established by EPSCA, or by the Employer with the approval of EPSCA, on site prior to commencing work. Where possible on Generation Projects, the office established by EPSCA, or by the Employer with the approval of EPSCA will make available a list of names of any new hires at the earliest convenience which may be reviewed by the union steward.

Notwithstanding Article 7.1 - Union Security, if, upon request, the Local Union or the United Association is unable, within three (3) full working days, to supply journeymen, including journeymen with special skills, EPSCA may secure journeymen from other available sources.

- (g) Re-employment of UA members as required by the Workplace Safety and Insurance Board shall not be a violation of the collective agreement nor be subject to the provisions of Article 8.

8.7 Should it be necessary to reduce the working forces on the job, the Employer shall lay off or terminate his employees in the following sequence:

- (i) potential members
- (ii) travel cards
- (iii) Local Union members

It is recognized that the remaining employees must be capable of performing the work remaining to be done.

- 8.8 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenman) who has achieved the full radiation qualification via (i) the approved Bruce Power LP and Ontario Power Generation Inc. Training Program, (ii) has successfully completed the construction R.P.A. training and checkouts, and (iii) 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.
- The Employer will select for Greenman training only those employees who are members of the Local Union for the Project.
- R.P.A. will be paid as set out in the wage schedules attached hereto when performing an R.P.A. function and will report to the Site Safety Unit. An R.P.A. is a "qualification" and not a "trade function" irrespective of union or trade affiliation.
- 8.9 In the case of a recall to work, Employers reserve the right to recall qualified Greenmen (Atomic Radiation Workers) in sequence from the out-of-work list to the location from where they were laid off. Recalled Greenmen will perform sufficient Greenman work to maintain their skill level.
- 8.10 The employer may transfer employees between the Pickering and Darlington sites during outages or emergency situations on mutual consent between the Unions.
- 8.11 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) calendar days.

Article 9

FOREMEN AND SUBFOREMEN

- 9.1 It is understood that foremen and subforemen hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen and subforemen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen and subforemen, the Employers and the Union. In a situation where a crew is established on a shift and is comprised of five (5) or less UA members, including the foreman, the foreman may work with the tools of the trade. There shall be no more than two (2) subforemen per foreman, per crew.

- 9.2 The parties recognize the responsibilities of foremen and subforemen to discharge their managerial duties. If the Union feels that the foreman or subforeman is not discharging his managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreman or subforeman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.
- 9.3 The selection and retention of foremen and subforemen will be the responsibility of the Employers. When making appointments to the foreman and subforeman level, the Employers will give consideration to those journeyman they presently employ on site.
- 9.4 In the interest of efficiency and productivity, the Employer shall have the right to move foreman and subforemen from construction site to construction site.
- 9.5 The foremen's differential shall be 15% above the journeyman base hourly rate. The increase in foremen rate shall not apply to Greenmen rates. The subforemen's differential shall be 7.5% above the journeyman base hourly rate.
- 9.6 The rates of pay for all foremen and subforemen covered by this Agreement will be set out in the wage schedules attached hereto.
- 9.7 No Foreman or subforeman shall be appointed or permitted to act as a Steward.
- 9.8 Travel card subforemen shall be laid off before local union subforemen.

Article 10

FABRICATION CLAUSE

- 10.1 All piping at the option of the Employer shall be fabricated or bent on the job site or in a shop.
- 10.2 Where the word "shop" is used in this Article it shall be defined as a qualified pipe fabrication shop under agreement with the United Association or one of its Local Unions.
- 10.3 The United Association and its affiliated Local Unions reserve the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated in a shop.
- 10.4 Both the Union and the Employer acknowledge that exceptions may arise where the Employer is required to install component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc, (but excluding pipe and

pipings formations between such components). Prior to commencement of this work where the Employer is required to install such components and if the matter cannot be mutually resolved between the Employer and the Union, it shall be immediately referred to a permanent review panel consisting of three members appointed by the Union and three members appointed by the Employer. This panel shall establish its own terms of reference which will include provisions for a final and binding settlement on such matters contained herein, including situations where non-competitive bidding has occurred.

- 10.5 Where there is a strike in another sector, material intended for an EPSCA site shall not be withheld by the union.

Article 11

PIPE HANGERS AND PIPE SUPPORTS

- 11.1 All pipe supports and pipe hangers made of structural shapes only which can be fabricated from drawings or specifications prepared by the responsible designing engineering company or companies are not covered by this Agreement. Such pipe supports and pipe hangers shall be shipped to the job unattached and erection shall be covered by the terms of this Agreement.
- 11.2 All hanger rods, pipe supports and pipe hangers which require field dimensions for fabrication by the Employer on or off site are covered by this Agreement.
- 11.3 All catalogue items such as clamps, U-bolts, etc, may be purchased from any sources at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

Article 12

NON-DESTRUCTIVE TESTING

- 12.1 For on site work where the Employer is responsible for and has control over non-destructive testing or sublets such work, this work shall be performed in accordance with an agreement acceptable to the Union, or under the Quality Control Council of Canada Agreement.

Article 13

TAGGING

- 13.1 Where the Employer is responsible for the initial identification tagging of valves and instruments in "situ", the affixing of such tags shall be performed by a member of the United Association.

Article 14

APPRENTICESHIP AND TRAINING PROGRAMS

- 14.1 It is recognized and agreed that in order to update the skills of tradesmen and registered apprentices covered by the terms of this Agreement all Employers shall pay into the United Association Canadian Training Trust Fund eight cents (8¢) per hour for each hour worked by its employees under the terms of this Agreement.
- 14.2 Employers shall pay into operative local apprenticeship or training funds the amounts set out in the wage schedules attached hereto.
- 14.3 The Union agrees to supply pertinent information regarding the fund(s) to EPSCA.
- 14.4 The responsibility for selecting and employing the required numbers of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Local Union Training Committees.
- 14.5 EPSCA will identify as far in advance as possible its training needs and communicate those needs to the Local Training Committee. EPSCA agrees to co-ordinate with the Local Union the specialized training required to accommodate new technology and new methods with the intent to utilize local union members wherever practical.
- 14.6 No Apprentice or Journeyman shall be required to work overtime or shift work when it interferes with his attending classes related to the Local Union Journeyman and Apprenticeship Training program.
- 14.7 The parties recognize that in some Local Union jurisdictions the employment of welder apprentices shall be allowed. In those jurisdictions a wage schedule will form part of this collective agreement.
- 14.8 The Employer will work with the union's signatory to this collective agreement to develop an apprenticeship protocol. The intention is such protocol will include a minimum of twenty-five (25) percent apprenticeship ratio applicable to each Employer covered under this agreement.

Article 15

PAY PROCEDURE

- 15.1 NORMAL PAY PROCEDURE
- (a) Employees will 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. When a holiday occurs on a Thursday or Friday, then payment of wages by negotiable cheque or cash shall be made not later than the preceding Wednesday. Cheques issued on the Wednesday prior to the Friday holiday shall be negotiable on the Thursday prior to the Friday holiday. The final pay cheque will be dated no later than the regular pay day for the former employee's final pay period.

- (b) Accompanying each payment of wages shall be a written, or electronic statement, which will be retained by the employee 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 purposes 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 paid;
 - (vii) the amount of recognized holiday pay for which the employee is being paid;
 - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.
- (d) The parties agree to direct deposit for all employees under this collective agreement. An Employer will provide assistance to employees who require assistance obtaining a bank account.

15.2 PAY PROCEDURE ON TERMINATION

- (a) An employee who voluntarily terminates his employment will have the option of picking up his final pay on the next regular pay day or may elect to have his final pay mailed to his last known address on record with the Employer by registered mail within five (5) working days of termination.
- (b) The Employer shall have the option of providing the Record of Employment (ROE) form in the employee's final pay or shall send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation. The Employer shall notify the employee as to which option will be applied.

An employee who is laid off will be paid in full no later than two (2) hours prior to the end of the normal shift providing the Employer's pay facilities are on site.

An employee who is laid off shall be paid to completion of the normal hours of work for the shift and shall be allowed to commence clearing the project within two (2) hours of the end of shift.

If the Employer's pay facilities are off site, an employee who is laid off an Ontario Power Generation Inc. construction site will have his final pay mailed to his last known address within five (5) working days from termination or if written notice is given by the employee to the Employer, he may pick up his final pay at the payroll office of the Project on the next regular pay day. An employee who is laid off a Hydro One construction site will have his final pay mailed to his last known address within eight (8) working days from termination.

Included in the employee's final pay will be his vacation and recognized holiday pay and his Employment Insurance certificate.

- (c) An employee who is discharged or laid off shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per Article 15.2 (b) if the Employer's pay facilities are not on site. If the Employer fails to provide an employee with his final pay and related documents as required above, within the prescribed time period, the Employer shall pay waiting time in excess of the stated time period at the applicable hourly rate of wages for regular working hours until the receipt of such pay and documents by the employee.
- (d) If, at the time of termination, an Employer is not prepared to consider an employee eligible for rehire, the employee will be notified in writing and a copy of said notification will be forwarded to the Accredited Union Representative.
- (e) In established cases of long-term sickness or compensable accident, an employee will be maintained on the Employer's payroll for a minimum period of six (6) months or his normal date of layoff, whichever occurs first.

Article 16

WAGES

16.1 GENERATION STATION PROJECTS

The rates of pay for employees in the classifications listed in Article 1 of this Agreement and working on Generation Station Projects shall be as set forth in the wage schedules attached hereto, subject to Article 16.3 below.

16.2 **LINES AND STATIONS CONSTRUCTION ZONES
AND MISCELLANEOUS PROJECTS**

Wage rates for employees in the classifications listed in Article 1 of this Agreement and working in Lines and Stations Construction Zones and on Miscellaneous Projects shall be as set forth in the area rate schedules for each work location and area, subject to the Article 16.3 below.

16.3 Effective May 1, 2015, and until April 30, 2020, EPSCA will amend the attached wage schedules and area rates schedules for the classifications listed in Article 1 of this Agreement as per the wage schedules attached hereto.

16.4 When a complete and finalized breakdown of the total wage packages from all the local unions is received through the Canadian Director, EPSCA will produce and implement the wage schedules within thirty (30) days.

16.5 Hydro One Direct Hires Only: 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.

Article 17

RECOGNIZED HOLIDAYS

17.1 The holidays recognized under this Agreement are:

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

17.2 Should any recognized holiday in addition to those listed in Article 17.1 be proclaimed by federal or provincial legislation, such holiday shall be recognized in the same manner as those listed in Article 17.1.

- 17.3 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 either on the preceding Friday or following Monday.

Article 18

VACATION AND RECOGNIZED HOLIDAY PAY

- 18.1 The Vacation and recognized holiday pay rate shall be ten (10) 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.
- 18.2 Payment of vacation and recognized holiday pay shall be made on the regular weekly pay cheque.
- 18.3 A leave of absence for the purpose of taking an annual vacation of three (3) weeks will be granted. Where the work schedule permits, additional time off may be granted to an employee and this additional time off shall not be unreasonably withheld.

Article 19

BENEFITS AND UNION FUNDS

- 19.1 The Employer agrees to pay into operative welfare, pension and SUB plans established or recognized in the locality by Employers under Agreement with the Union for construction work of a related nature. The amount(s) of welfare, pension and SUB contributions to be paid will be set out in the wage schedules attached hereto.

The Union agrees to supply the Employers with information regarding the welfare, pension and SUB plans and also administrative material that is required for the implementation of them.

Should the contributions recognized under this Article 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.

Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and 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. If changes are received during March the

effective date will be May 1st provided there is timely approval of the changes and there are no delays caused by disagreement over wage schedule calculations.

- 19.2 There shall be an Ontario Provincial Power Sector Promotion Fund and the Employers agree to deduct from each employee an amount, as noted on the attached wage schedules, for each hour earned and shall remit same to the United Association Ontario Provincial Power Sector Promotion Fund.
- 19.3 (a) 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.
- (b) 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. 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.
- (c) Effective June 18, 1992, the Contractor will contribute three (\$0.03) per hour earned to the Local Union employee benefits plans of this Collective Agreement to assure the continuation of benefit coverage as provided in Bill 162.
- (d) In support of the objectives of the De Novo Substance Dependency Program, the Parties to this Agreement agree that \$0.04 per hour paid shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.02 per hour worked as set out in the wage schedules attached hereto.

Article 20

REPORTING PAY

- 20.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall receive pay for four (4) hours at the applicable rate if working a scheduled eight (8) hour shift, and five (5) hours pay at the applicable rate if working a scheduled ten (10) hour shift, unless the employee has been notified the previous day not to report to work.

- 20.2 An employee who reports for and commences work at the direction of his Employer shall receive four (4) or five (5) hour's pay as outlined above, and if more than four (4) or five (5) hours' as outlined above are worked in any one day, he shall receive eight (8) hours' pay or ten (10) hours' pay as outlined above for the first and second shifts or six and one-half (6-1/2) hours' pay for the third shift. An employee will not receive this allowance if he is unable to complete his shift as a result of inclement weather. It is not intended by this Article that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 20.3 When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation, that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.
- 20.4 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

Article 21

INCLEMENT WEATHER PAY

- 21.1 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 at a protected place designated by the Employer for three (3) hours unless excused by an authorized representative of his Employer.
- 21.2 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 the greater.
- 21.3 An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

Article 22

CALL-IN PAY

- 22.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four (4) hours' pay at the appropriate premium rate plus all travel allowance monies where applicable.
- 22.2 If the employee's normal hours of work commences within this four (4) hour period, the employee will be paid the appropriate premium rate for the actual hours

worked and revert to his normal rate at the commencement of his normal hours of work.

Article 23

HOURS OF WORK

23.1 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 remainder of the hours that would have been worked had the employee not been reassigned.

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

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

The regular weekly hours of work (Monday to Friday inclusive) shall consist of forty (40) hours for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation.

The regular weekly hours of work (Monday to Friday inclusive) for all employees may be arrived at by having the employees work five (5) consecutive eight (8) hour shifts or by having employees work four (4) consecutive ten hour shifts.

Each employer will notify the Local Union of the weekly hours of work. Weekly hours of work will be established for a minimum period of two (2) weeks. The employer will notify the Local Union at the applicable mark-up meeting of the weekly hours of work for each work program** at the site. If an employer intends to change the weekly hours of work, notice shall be sent to the Local Union in the previous week but no less than 5 days. Any shift change shall commence on the first regularly scheduled day of the week.

The start time for the day shift shall be between 6:00 AM and 9:00 AM (nuclear only) or a start time of 8:00 AM with a possible one (1) hour variance either way (all other locations). The afternoon shift shall be immediately following the day shift or within two (2) hours either way at the end of the day shift. Crews may have staggered start times.

**** *For the purposes of this section, a work program will be defined as work taking place on a site that includes the following:***

- *Scheduled Outages*
- *Specific tendered scopes of work that have a defined start and finish*
- *Subcontracts with a defined start and finish for a prime contractor where the prime contractor dictates the hours of work*

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.

23.3 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 at the straight time rate.

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-seventh (1/7) shall be paid for all normal scheduled shift hours worked.

Those employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

- 23.4 On a standard eight hour shift an unpaid lunch period will be taken no more than four (4) hours after the start of the shift and will be one-half hour in duration. The lunch period may be varied by one hour. On a standard ten hour shift an unpaid lunch period will be taken no more than five (5) hours after the start of the shift and will be one-half hour in duration.
- 23.5 Shift differential will not be paid on overtime hours.

Article 24

OVERTIME RATES

- 24.1 When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 10 hours per day shall be paid at two (2) times the base hourly rate.

When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the base hourly rate.

Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the basic hourly rate.

- 24.2 When an employee is told 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. In situations where the eight (8) hour break does not allow an employee to return to work at the normal starting time, the employee shall report for regular work at the end of the eight (8) hour break. The employee shall be paid at the straight time rate from the beginning of their normal work shift.
- 24.3 When overtime work is required as an extension of the normal daily hours, a minimum of one (1) hour's work will be provided.
- 24.4 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. The application of the Employer's discretion, will be subject to referral to the Nuclear Project Committee.

Article 25

SHIFT DIFFERENTIAL

- 25.1 Employees required to work shift work on the second shift of a two or three shift operation shall receive a shift differential of one-seventh (1/7) for normal scheduled shift hours worked.

Employees required to work shift 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 26

WORK BREAKS

- 26.1 For employees working scheduled eight (8) hour or ten (10) hour shifts, a fifteen (15) minute work break will be allotted at the discretion of the Employer for employees to rest or to drink coffee, etc, at their immediate work area for each half shift worked.

When employees, working a scheduled eight (8) hour shift, are required to work overtime, a ten (10) minute work break will be allotted prior to the end of the normal shift before commencing overtime work.

For employees working overtime, a fifteen (15) minute work break will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

Article 27

MEALS ON OVERTIME

27.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he 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 (3-1/2) hours beyond the normal quitting time of the third shift, he 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) 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 he 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 he 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.

27.2 Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he 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 he 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 he 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 or second shifts.

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

Article 28

GENERATION PROJECTS **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

28.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board, as referred to in section 28.2, on the following basis:

- (a) If an employee lives within 40 radius kilometers* of the project, no travel allowance will be paid.

Note: Bruce GS "A", Bruce GS "B" and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce Complex will be calculated from the midpoint of a straight line joining the centres of the Bruce GS "A" and Bruce GS "B" turbines halls.

**** For the purpose of this Section, "radius kilometers" shall be measured from the centre of the turbine hall on each Project and shall be measured by electronic means.***

- (b) If an employee lives within 40 to 56 radius kilometers of the Project, he shall receive \$35.38 per day travel allowance effective May 1, 2020, (\$35.73 effective May 1, 2021, \$36.09 effective May 1, 2022, \$36.45 effective May 1, 2023, \$36.81 effective May 1, 2024) for each day worked or reported for.

- (c) If an employee lives within 56 and 97 radius kilometers of the Project, he shall receive \$36.92 per day travel allowance effective May 1, 2020, (\$37.29 effective May 1, 2021, \$37.66 effective May 1, 2022, \$38.04 effective May 1, 2023, \$38.42 effective May 1, 2024) for each day worked or reported for.
- (d) An employee who lives greater than 97 radius kilometers from the Project and who travels to work daily from that location, shall receive \$46.29 per day travel allowance effective May 1, 2020, (\$46.75 effective May 1, 2021, \$47.22 effective May 1, 2022, \$47.69 effective May 1, 2023, \$48.17 effective May 1, 2024) for each day worked or reported for.
- (e) When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel or subsistence allowance entitlement.
- (f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.
- (g) Employees using company vehicles are not entitled to daily travel.

28.2 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is more than 97 radius kilometers from the project [except as set out in Section 28.1 (d)]:

- (a) An Employer may supply either:
 - (i) free 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.
- (b) An Employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance subject to 28.1 (d) as follows:
 - (i) When an Employee's regular residence is more than 97 radius kilometers from a project in the Northern Region, the employee shall be paid a subsistence allowance of \$115.06 per day effective May 1, 2020, (\$116.21 effective May 1, 2021, \$117.37 effective May 1, 2022, \$118.54 effective May 1, 2023, \$119.73 effective May 1,

2024) for each day worked or reported for. The Northern Region is comprised of the geographic area north of the French River.

(ii) Subject to 28.1(d) and 28.2 (b) (iii) and (c) when an employee's regular residence is more than 97 radius kilometers from a project in the Southern Region, the employee shall be paid a subsistence allowance of \$95.34 per day effective May 1, 2020 (\$96.29 effective May 1, 2021, \$97.25 effective May 1, 2022, \$98.22 effective May 1, 2023, \$99.20 effective May 1, 2024) for each day worked or reported for. The Southern Region is comprised of all remaining geographic areas, except that described for the Northern Region.

(iii) When an employee's regular residence is more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance \$98.37 per day effective May 1, 2020 (\$99.35 effective May 1, 2021, \$100.34 effective May 1, 2022, \$101.34 effective May 1, 2023, \$102.35 effective May 1, 2024) for each day worked or reported for.

(c) Employees employed at the Pickering and Darlington Generating Stations who have a regular residence greater than 97 radius kilometers shall receive a board allowance \$77.60 per day effective May 1, 2020, (\$79.54 effective May 1, 2021, \$81.53 effective May 1, 2022, \$83.57 effective May 1, 2023, \$85.66 effective May 1, 2024) for each day worked or reported for. This board allowance applies to non-commuters*.

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

1. *The place where he maintains a permanent self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he 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 obtains temporary accommodation for that work location.*

* *The distinction between commuters and non-commuters shall be based on the following wording: A non-commuting employee shall be an employee with a regular residence greater than 97 radius kilometers from the Project who maintains temporary accommodation at or near the Project.*

28.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in sections 28.1 and 28.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

- 28.4 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 work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or by an authorized representative of his 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.
 - (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.

28.5 If a journeyman does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 28.1 (d).

28.6 Travel Time within Local 800 and 628

This article applies to Ontario Power Generation (OPG) construction projects within the geographic jurisdiction of Local 800 and 628. Where an employee is in receipt of Room and Board allowance on remote projects where the nearest place of accommodation is in excess of forty (40) radius kilometers from the job, an employee will receive the following when travelling from the nearest available accommodation.

- If travelling to a project within 40 -56 road km, ½ hour regular time pay
- If travelling to a project within 57 - 80 road km, 1 hour regular time pay
- If travelling to a project within 81 - 120 road km, 1 ½ hours regular time pay
- If travelling to a project within 121 - 160 road km, 2 hours regular time pay
- If travelling to a project over 160 road km, then actual travel time will be paid at the regular time rate of pay.

Travel allowance will be adjusted when the employee's work location changes.

An employee will travel on his own time when returning from his work location to his assembly point.

If an Employer provides a vehicle or transportation, the above Travel Time provisions will not apply.

Article 29

LINES AND STATIONS CONSTRUCTION **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

29.1 DAILY TRAVEL ALLOWANCE

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 Article 29.4, on the following basis:

- (a) If an employee lives less than fifty (50) road-driven kilometers from the work location or assembly point, no travel allowance will be paid.
- (b) If an employee lives within fifty (50) to seventy (70) road-driven kilometers from the work location or assembly point, he shall receive \$31.76 per day travel allowance effective May 1, 2020, (\$32.08 effective May 1, 2021, \$32.40 effective May 1, 2022, \$32.72 effective May 1, 2023, \$33.05 effective May 1, 2024) for each day worked or reported for.
- (c) If an employee lives within seventy (70) to one hundred and ten (110) road-driven kilometers from the work location or assembly point, he shall receive \$32.93 per day travel allowance effective May 1, 2020, (\$33.26 effective May 1, 2021, \$33.59 effective May 1, 2022, \$33.93 effective May 1, 2023, \$34.27 effective May 1, 2024) for each day worked or reported for.
- (d) An employee who lives greater than or equal to one hundred and ten (110) road-driven kilometers from the work location or assembly point and who travels to work daily from that location, shall receive \$40.55 per day travel allowance effective May 1, 2020, (\$40.96 effective May 1, 2021, \$41.37 effective May 1, 2022, \$41.78 effective May 1, 2023, \$42.20 effective May 1, 2024) for each day worked or reported for.
- (g) Employees using company vehicles are not entitled to daily travel.

29.2 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.

29.3 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.

29.4 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is greater than or equal to one hundred and ten (110) road-driven kilometers from the work location [except as set out in Article 29.1 (d)]:

- (a) An Employer may supply either:
 - (i) free room and board in camp or a good standard of board and lodging within a reasonable distance of the work location; or
 - (ii) a subsistence allowance.
- (b) An employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$83.28 per day effective May 1, 2020 (\$84.11 effective May 1, 2021, \$84.95 effective May 1, 2022, \$85.80 effective May 1, 2023, \$86.66 effective May 1, 2024) for each day worked or reported for when employed at a location south of the French River and \$98.97 per day effective May 1, 2020 (\$99.96 effective May 1, 2021, \$100.96 effective May 1, 2022, \$101.97 effective May 1, 2023, \$102.99 effective May 1, 2024) for each day worked or reported for when employed north of the French River.

29.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 29.1 and 29.4 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of the Employer.

29.6 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 \$10.00 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 he does not work will be charged \$10.00 per day unless he is excused from work by an authorized representative of this 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.
- (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.

**For the purpose of this Article, "regular residence" is:*

- 1. The place where he maintains a permanent self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he 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 obtains temporary accommodation for that work location.*

- 29.7 All applications for daily travel and room and board must be completed and filed with the Employer within thirty (30) 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 within the first thirty (30) days of employment.
- 29.8 If an apprentice does not qualify for Room and Board under Article 29.4 and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, he or she shall receive daily travel rates as per the rates in 29.1 (d).

Article 30

GENERATION PROJECTS - INITIAL TRAVEL AND TRANSPORTATION

- 30.1 On recruitment of tradesmen who live between 97 and 161 radius kilometers from the project, the Employer shall pay \$30.00 for the initial trip to the project.
- 30.2 **ONTARIO RESIDENTS**

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometers from the project, the Employer shall pay 35¢ per radius kilometer, plus travel time based on one hour's pay for each 80 radius kilometers of travel to a maximum of 8 hours' pay, for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.
- 30.3 **NON-ONTARIO RESIDENTS**

On recruitment of tradesmen who live outside Ontario and beyond 161 radius kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one hour's pay for each 80 radius kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

30.4 To qualify for the payment in Articles 30.1, 30.2 or 30.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

30.5 On termination of employment due to a reduction of staff, an employee entitled to payment under Articles 30.1, 30.2 or 30.3, shall be entitled to return expenses calculated in the same manner as in Articles 30.1, 30.2 or 30.3 above for the return trip from the project to where the tradesmen lives 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.

30.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent 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 travelling time at straight-time rates up to a maximum of eight (8) hours' pay based on one (1) hour's pay for each 80 radius kilometers of travel. All payment of wages shall be based on the employee's wage rate at the location to which he is being transferred.

Article 31

LINES AND STATIONS CONSTRUCTION – INITIAL TRAVEL AND TRANSPORTATION

31.1 On recruitment of tradesmen who live between one hundred and ten (110) and one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$30.00 for the initial trip to the project.

31.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay 35¢ per road-driven kilometer, plus travel time based on one hour's pay for each ninety six (96) road-driven kilometers of travel to a maximum of 8 hours' pay, for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

31.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one hour's pay for each ninety six (96) road-driven kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

31.4 To qualify for the payment in Articles 31.1, 31.2 or 31.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

31.5 On termination of employment due to a reduction of staff, an employee entitled to payment under Articles 31.1, 31.2 or 31.3, shall be entitled to return expenses calculated in the same manner as in Articles 31.1, 31.2 or 31.3 above for the return trip from the project to where the tradesmen lives 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.

31.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent 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 travelling time at straight-time rates up to a maximum of eight (8) hours' pay based on one (1) hour's pay for each ninety six (96) road-driven kilometers of travel. All payment of wages shall be based on the employee's wage rate at the location to which he is being transferred.

Article 32

WELDING TESTS

31.1 On hire welders must possess the qualifications and class of welding ticket specified by the Employer. It will be at the Employer's discretion whether a welder who does not possess the qualifications and class of welding ticket specified will be hired.

31.2 A welder who is required to take a welding test by this Employer will remain in the employ of his Employer while taking such test and will continue to receive his appropriate pay and all applicable benefits.

31.3 Results of welding tests shall be given to the welder by his Employer.

Article 33

TOOLS AND CLOTHING

- 32.1 In the event of a loss by fire on a project covered by this collective agreement, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00), but not exceeding seven hundred and fifty dollars (\$750.00), for the loss of personal clothing will be made.

In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

- 32.2 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff or termination, employees will be allowed reasonable time as per Article 15.2(b) to return tools to the tool crib.
- 32.3 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Articles 32.1 and 32.2 of this Article. Such tools shall be the responsibility of the Employer.

Article 34

PROTECTIVE CLOTHING AND EQUIPMENT

- 34.1 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.

On abnormally dirty or corrosive work such as work on raw sewage piping or plant, pickling plant, entry to pipe or vessels, concrete drilling or oil related jobs such as - threading pipe, rods, etc, oil lines, acid systems and installing embedded parts in forms that are oil coated, in which the employee's clothing may be permanently damaged, the Employer shall supply and maintain the necessary protective clothing including gloves and coveralls.

Supply of the above-noted clothing shall be at no cost to the employee and shall be subject to the provisions of Article 34.3.

- 34.2 The Employer shall supply the welder with a welder's safety hat, safety goggles, heat resistant gloves, and welder's leathers. Similar equipment shall be supplied to a fitter assisting a welder during the welding process.
- 34.3 The protective clothing and equipment covered in Articles 34.1 and 34.2 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 his Employer.

Article 35

LUNCHROOM AND TOILET FACILITIES

- 35.1 Adequately heated accommodation 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.
- 35.2 The Employer will provide clean, heated, lighted and ventilated flush toilet facilities where such facilities can be reasonably provided for. The toilet facilities shall contain sufficient numbers of water closets, hand basins and showers to meet the employees' requirements.

Article 36

GRIEVANCE PROCEDURE

- 36.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about and 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 Union. In the interest of expediting the procedure, the parties shall process grievances in the following manner:
- 36.2 **PRELIMINARY DISCUSSION**
- Disputes arising out of the interpretation or alleged violation of this Agreement shall, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor.

36.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance with the EPSCA Representative or his designate. Such grievance shall be filed within three (3) working days of the alleged grievous act.

Within five (5) working days of the filing of the grievance, the appropriate EPSCA Representative or his designate shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The appropriate EPSCA Representative or his designate shall give his reply to the Accredited Union Representative within two (2) 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 appropriate EPSCA Representative or his designate with the General Manager of EPSCA and by the Accredited Union Representative with the International Representative of the Union.

If a first step grievance meeting is considered appropriate, the EPSCA Representative or his designate shall appoint three people to represent management, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the Accredited Union Representative.

36.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance to EPSCA's Grievance Officer. Such grievances shall be referred within five (5) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

EPSCA's Grievance Officer shall investigate the grievance and convene a meeting which he or the International Representative considers necessary to resolve it and give his reply to the International Representative of the Union within two (2) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise EPSCA's Grievance Officer plus two other Management representatives, one of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the International Representative and the Accredited Representative for the grievor.

A designate appointed by the International Representative of the Union to represent the International Union at the second step of the grievance procedure shall not be an Accredited Union Representative from the Project or Lines and Stations Construction Zone from which the grievance originated.

36.5 EPSCA OR UNION GRIEVANCES

The processing of EPSCA grievances shall begin at the Second Step. EPSCA may submit either policy or specific grievances. The Union may also institute policy grievances at this Step. 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 procedure 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 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 beginning at First Step.

36.8 In order to advance harmonious relations between EPSCA and the Union, it is the intention of the parties to fully exhaust the provisions set forth in this Article for the resolution of disputes concerning the interpretation or application of particular clauses of this Agreement prior to submitting such disputes or alleged violations to a third party for resolution.

36.9 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

the Appropriate EPSCA Representative 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 Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The arbitration board, when selected or appointed, shall 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 Chairman governs.

- 37.2 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.
- 37.3 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 Chairman shall be shared equally by the parties.
- 37.4 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

TERM OF AGREEMENT

- 38.1 This Agreement shall continue in full force and effect from May 1, 2020 until April 30, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to April 30, 2020 or sixty (60) days prior to the end of any twelve (12) month effective period thereafter either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

Article 40

EPSCA FUND

- 40.1 Each Employer bound by this Agreement shall contribute to the Electrical Power Systems Construction Association Fund the amount per hour worked by each employee covered by this Agreement as specified on the attached wage schedules.

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

Article 41

RADIATION WORK

- 41.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc and Bruce Power LP Radiation Protection Regulations and any revisions.
 - (b) Each employee will have access to his personal radiation exposure record.
 - (c) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
 - (d) Short term employees will be given a guaranteed period of employment at their time of hire.
 - (e) Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$15.00 per day (\$16.00 per day effective May 1, 2013, \$17.00 per day effective May 1, 2014). A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

Article 42

MANUFACTURERS' EMPLOYEES

- 42.1 Due to the nature of the Employer's business, the use of manufacturers' employees may be required on occasion to perform work associated with the warranty of manufacturers' equipment.

Prior to these manufacturers' employees coming on site to commence work, the Business Manager of the appropriate local union will be notified by the Employer. This article shall only be implemented with the consent of the executive committee (see Article 2).

Article 43

LEAVE OF ABSENCE

- 43.1 An unpaid leave of absence of up to three (3) days may be granted upon the death of an immediate family member (spouse, mother, father, brother, sister, or child). This leave of absence shall not be unreasonably withheld.

Article 44

ABORIGINAL CONTENT COMMITMENT

- 44.1 Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet the commitment providing the candidates meet the minimum requirements of the Union.

For projects, or jobs within a project, that are less than \$100,000 field labour, and have aboriginal content commitments, the terms of this collective agreement will not apply to these aboriginal commitments.

Article 45

NEGOTIATION FOR MAJOR REFURBISHMENTS/OUTAGES

- 45.1 During the course of this Collective Agreement the parties will meet and negotiate terms and conditions for Nuclear Sites that will establish the framework for Major Refurbishments and/or Outages.

This Appendix will come into effect at the date of the successful completion of those negotiations and will form part of the UA/EPSCA Agreement.

Article 46

HELMETS TO HARDHATS

46.1 EPSCA and the union will contribute 1 cent/hour worked effective May 1, 2020-
April 30, 2025.

Dated at Toronto, this 29 day of April, 2020

For:



THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION

Alex Lolug

For:



UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE U.S. AND CANADA

TERRY Swocks

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 and 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 Article 28.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his 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

- (a) The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.
- (b) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.
- (c) 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 he is on the project on the following basis:

- (a) If an employee lives within 161 radius kilometres* from the project, the Employer shall pay forty dollars (\$40.00).

(b) If an employee lives greater than 161 radius 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 eighty (80) radius kilometres**, or portion thereof, of travel time to a maximum of 800 kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

(*) *For work performed on Hydro One sites: "161 radius kilometers" shall be converted into **one hundred and eighty-nine (189) road-driven kilometers***

(**) *For work performed on Hydro One sites: "eighty (80) radius kilometers" shall be converted into **ninety-six (96) road-driven kilometers***

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.

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.

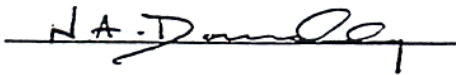
STATEMENT OF UNDERSTANDING NO. 1

It is recognized and agreed by the Electrical Power Systems Construction Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada that Ontario Hydro directly (not through EPSCA) employs X-Ray Technicians who are covered by a collective agreement to the Canadian Union of Public Employees. This will confirm that it is not the intention of the U.A. to interfere with such Technicians who may be assigned to perform their work on Ontario Hydro projects.

Dated at Toronto, this 26th day of August, 1997.8


For:

THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION



For:

UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA



STATEMENT OF UNDERSTANDING NO. 2

It is recognized and agreed by the Electrical Power Systems Construction Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada that the policy of the U.A. in respect to "large diameter rolled plate pipe" is the following:

The U.A. shall not refuse to install large diameter rolled plate pipe and fittings described as:

1. Large diameter rolled plate pipe with the cans welded together to form a pipe length of 18 feet to 24 feet, will be installed by the U.A. if joined together by others. Any pipe longer than 24 feet shall be considered a fabrication and shall not be accepted unless the joining is performed by U.A. members.
2. Individual large diameter rolled plate fittings such as elbows, tees, laterals, reducers, increasers and transition pieces shall be installed by the U.A. if supplied by others. Rolled plate fittings connected to rolled plate pipe shall not be acceptable, these are classified as spools for process piping and must be joined together by U.A. members.

Dated at Toronto, this 26th day of August, 1997.8

For:

THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION



For:

UNITED ASSOCIATION OF
JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA



STATEMENT OF UNDERSTANDING - #3

between the

**ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

and the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES

Of the

PLUMBING AND PIPEFITTING INDUSTRY

Of the

UNITED STATES AND CANADA

**SECURITY CLEARANCE (OPG/BRUCE POWER)/RELIABILITY SCREENING
(HYDRO ONE) EXPENSE ALLOWANCE**

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 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, in consideration of their time spent filling out the security 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 a clearance. This pre-clearance process does not prohibit the Union from filing a grievance against the Employer on behalf of any member who is refused employment due to their failure to obtain clearance.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Lolua

For:



United Association TERRY SWORS

STATEMENT OF UNDERSTANDING - # 4

between the
ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION
and the
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
of the PLUMBING AND PIPEFITTING INDUSTRY of the
UNITED STATES AND CANADA

**APPLICATION OF RECALL
Nuclear Sites Only**

Example # 1

Twenty (20) employees are laid off; assume that five (5) of those employees had been previously name hired:

- Employer wishes to hire 12
- Employer has option to Recall all or portion of the twelve (12) from the original twenty (20) or hire from the out-of-work list (using 50% name hire) or a combination thereof on the following basis

Combination

- assume twelve (12) employees needed
- assume twenty (20) on Recall (ten (10) name hired)
- Employer elects to Recall eight (8) from the twenty (20) on Recall as follows:
 - Four (4) name recalled (previously dispatched employees)
 - Four (4) previously name hired employee on Recall list

Employer elects to staff the remaining four (4) from the out-of-work list as follows:

- two (2) referred from the Union
- two (2) name hired

Loss of Recall

An Employer loses right to Recall employees whenever the Employer hires from the out-of-work list.

In Example #1 above, the Employer loses Recall of the eight (8) employees not selected since the out-of-work list was used.

Example # 2

There are twenty (20) employees on Recall, however the Employer chooses to bypass the employees on Recall and hires two (2) employees from the out-of-work list. By doing so the Employer forfeits Recall to the twenty (20) employees.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA

Alex Lolua

For:



United Association

TERRY SNOOKS

STATEMENT OF UNDERSTANDING - #5

Between

The United Association of Journeymen and Apprentices of
The Plumbing and Pipefitting Industry of
The United States and Canada

And the

Electrical Power Systems Construction Sector

In the event the Minister of Labour defines the Power Sector, or there is a decision of the Ontario Labour Relations Board that impacts on the definition of the Power Sector, the parties agree to meet to:

1. Investigate the impacts of the definition on this agreement
2. Consider the possibility of applying this agreement in the context of this definition
3. Address the Union's concerns re: their recognition/jurisdiction in the defined sector. If necessary, this will include developing language for the collective agreement to recognize the union's bargaining relationship.

Dated this 2nd day of December, 2004.

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier

STATEMENT OF UNDERSTANDING - # 6

Between

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

and the

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

Re: Recognition

**Re: Nearest Influencing Collective Agreement for the Class and Character of Work
Performed**

The Parties each agree with each as follows:


1. The Recognition Provision, Article 1 of this Collective Agreement includes all sprinkler fitters and their apprentices and all refrigeration and air-conditioning mechanics and their apprentices.
2. The Parties agree that the wage rates and terms and conditions of employment are found within the nearest influencing collective agreement for the class and character of the work performed for sprinkler fitters and refrigeration and air-conditioning mechanics are set out in the Provincial Agreements between:
 - (a) the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and its affiliated bargaining agent U.A. Local 787 and the Ontario Refrigeration and Air-Conditioning Contractors Association in effect from time to time; and
 - (b) the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and its affiliated bargaining agent U.A. Local 853 and the Canadian Automatic Sprinkler Association in effect from time to time,save and except hours of work and overtime and shift premium provisions which conform to the provisions of this Agreement.

In view of the Accreditation Certificate issued by the Ontario Labour Relations Board to the Electrical Power Systems Construction Association dated November 13, 2007, the provisions of the Collective Agreements referred to above are hereby incorporated into and form part of this Collective Agreement.

DATED AT TORONTO THIS 29 DAY OF April 2020

For: EISCA


Alex Holug

For: United Association


TERRY SNOOKS
For: United Association Local 787

For: United Association Local 853

Letter of Understanding

between

The Electrical Power Systems
Construction Association

and


United Association of Journeymen
and Apprentices of the Plumbing
and Pipe Fitting Industry of the
United States and Canada

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Article 1 (ii) shall be referred to the Executive Committee for resolution and shall not be subject to the grievance/arbitration process as outlined in Articles 35 & 36 of the collective agreement.

Signed at Toronto, this 26th day of August, 1997.8



N.A. Donnelly
General Manager



G. Meservier
Director, Canadian Affairs

Letter of Understanding

Construction Unit

Construction industry work has been under the responsibility of various Branches, Divisions or Departments within Ontario Hydro since 1971. These Divisions have been:

- 1972-78 Generation Projects Division and the Lines and Stations Construction Department of the Transmission and Distribution Division of the Employer.
- 1980 Generation Projects and Transmission Systems Divisions of Ontario Hydro
- 1988 Design and Construction Branch of Ontario Hydro
- 1990 Design and Construction Branch of Ontario Hydro [which includes Major Projects, and Construction and Services Division (Lines and Stations, Miscellaneous Projects, Hydraulic Projects and in-Service Thermal, Nuclear and Hydraulic Stations)]
- 1992 Design and Construction Branch / ENCON Services Branch

The term "construction unit" in this collective agreement defines all of the successor entities to these former Branches, Divisions or Departments of Ontario Hydro as of the date hereof. The Parties agree that this Letter of Understanding neither expands nor limits the Union's existing bargaining rights.

Dated at *Toronto* this *19th* day of *January* 1999.



for EPSCA



for the Union

LETTER OF UNDERSTANDING

Between

**ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

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

It is agreed that an employer may refuse to hire a former employee who has retired and signed a waiver that they will not be re-employed.

Dated this 6th day of June, 2000.

George Meservier

Barry Roberts

For: UA

For: EPSCA

LETTER OF UNDERSTANDING

Between

**ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

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

RE: WALKING AND WASH-UP TIME

Walking Time and Wash-up is a matter fit for discussion at a pre-job meeting.

Dated this 2nd day of December, 2004

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier

LETTER OF UNDERSTANDING

Between

**ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION**

And

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

RE: BOARD/TRAVEL AT NORTHERN SITES

Issues concerning room and board/travel at Northern sites is a matter fit for discussion at a pre-job meeting.

Dated this 2nd day of December, 2004

For: EPSCA

For: UA

I. Starasts

Michel A. Grenier

LETTER OF UNDERSTANDING

between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

and the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA**

RE: BOARD/ TRAVEL AT NORTHERN SITES

For major OPG construction projects in remote parts of the Province:

Major construction project is defined as a large scale, temporary, site-specific scope of work that may entail maintenance work or the ongoing operation of the generating station.

EPSCA, the Union and OPG will review, on a project by project basis, the board and travel and initial/return travel provisions to determine if they are adequate.

Considerations include location of the work, availability of accommodation, travel time, etc.

The review will be conducted as part of the pre-bid information process (i.e. prior to awarding the final contract).

If special funding is found to be unnecessary, the collective agreement provisions will apply.

Should situations arise where there is a disagreement regarding application of this clause or the definition of "Major OPG Construction", the matter will be referred to the Executive Committee for resolution.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Holua

For:



United Association TERRY SNOGRASS

LETTER OF UNDERSTANDING

between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

And the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA**

RE: CONTRACTING OUT

Ontario Power Generation, Bruce Power LP, Hydro One and Portlands Energy Centre will maintain their current “labour requirements” practise for the term of this agreement. For further clarity, the labour requirements documentation will require contractors/ subcontractors to apply the terms and conditions of this collective agreement if and when the work being performed falls under this agreement.

The parties acknowledge that this LOU does not change nor alter the existing practises with respect to contracting to non-union contractors.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Lolua

For:



United Association Terry Sidorowicz

LETTER OF UNDERSTANDING

between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

And the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA**

RE: APPRENTICES

1. The Union and the Employer shall maintain a balanced apprenticeship program. All levels of apprentices shall be made available.
2. If an apprentice does not qualify for Room and Board under Article 28.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 28.1 (d).
3. The Joint Training and Apprenticeship Committee (JTAC) shall allow for participation of EPSCA and/or an Employer Delegate.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Lolua

For:



United Association Terry Swales

LETTER OF UNDERSTANDING

between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

And the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA**

**RE: COLLECTIVE AGREEMENT AND WAGE SCHEDULE
IMPLEMENTATION**

The Union will have 21 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.

If no approval is received by the accredited union representative, within the time lines above the Association 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.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Lolua

For:



United Association TERRY SNOOKS

LETTER OF UNDERSTANDING

between

ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

And the

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND
CANADA**

RE: 6 x 3 SCHEDULE- Nuclear Only

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 shift 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 two times the straight time hourly 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.

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.

Shift Provisions

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 and nonshift days 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 24 - Overtime Rates.

Dated at Toronto, this 29 day of April, 2020

For:



EPSCA Alex Lolua

For:



United Association TERRY Snodgrass