COLLECTIVE AGREEMENT

between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

and the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS ON ITS BEHALF AND ON BEHALF OF LOCAL LODGE 128

May 1, 2025- April 30, 2030

EPSCA/BOILERMAKERS COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called EPSCA)

and the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

(hereinafter called the Union)

* * * * * * *

WITNESSETH

WHEREAS EPSCA is an Association 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 has in its membership competent, skilled and qualified journeypeople and apprentices to perform work coming within the trade and craft jurisdiction; and

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

NOW THEREFORE, the Association 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 1.4 engaged in all construction industry work* performed in the Province of Ontario on Ontario Power Generation Inc, Bruce Power, Hydro One and Portland's Energy Centre property for the bulk power system, save and except the building of commercial type office facilities at urban locations remote from operating facilities.

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

1.2 The Union recognized 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.

1.3 The term "employee" shall include all employees of the Employers in the classifications as set out in article 1.4 below.

1.4 The bargaining unit under this Agreement shall comprise the following classifications:

BOILERMAKERS
- Foreperson
- Assistant Foreperson
- Journeyman
- Apprentice

excepting those described hereunder:

(i) Employees as set out in article 1.4 above, employed by an Employer signatory to the agreement between the Quality Control Council of Canada and the NDT Management Association.

* **For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of Major Projects, and Construction and Services Division (Lines and Stations, Miscellaneous Projects, Hydraulic Projects and In-Service Thermal, Nuclear and Hydraulic Stations). The work encompasses:**

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

1.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor, or any person bound by the terms and conditions of this Agreement as it applies to construction industry work as defined in 1.1.

1.6 The classifications referred to in article 1.4 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Article 6 of this Collective Agreement.

1.7 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 forepeople.

1.8 EPSCA and the Union agree the use of nomenclature is meant to refer both genders.

Article 2 LIAISON COMMITTEE

2.1 To advance harmonious relations between EPSCA, the Owners, the Employers, the Union, and the employees, the parties shall each appoint a Liaison Committee. The Committees shall meet together at least annually to review matters associated with the administration of this Collective Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working in the Province. This Committee shall consist of not more than four (4) members from each party.

Article 3 ACCREDITED UNION REPRESENTATIVES

3.1 The Local Business Manager of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two (2) representatives from the Union for each Major Project. 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 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.

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. There shall not be more than one (1) steward per shift per Employer unless the Employer and the Union mutually agree that more stewards are

required. Any steward shall exercise steward duties only in respect to employees of the steward's Employer. Any Steward shall obtain permission from the steward's immediate supervisor before leaving their work area for Union business. Such permission shall not be unreasonably denied. The steward on the day shift will be the Chief Steward.

The Accredited Union Representative shall inform the appropriate EPSCA Representative, in writing, of the name of one (1) steward who will be the Chief Steward and will represent the Union at stewards' meetings. For Nuclear sites, Chief Stewards shall be paid at the foreperson rate. All Chief Stewards in receipt of the foreperson rate are still eligible to work on the tools.

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 do all in their power to ensure that the prohibited action of the employees is prevented or stopped.

4.3 The Union shall be given written notice when a steward is released by the Employer, and under normal conditions, the Chief Steward will be the last employee retained by the Employer in a layoff situation, and the stewards on the second and third shift will be the last employee retained by the Employer on their shift in a layoff situation, provided the Chief Steward, or Steward, is able to perform the work required.

4.4 Where practical, a steward shall be given the first opportunity to work overtime providing the steward 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 the request of the Union, 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. EPSCA will convene a prejob where more than one trade is involved.

5.2 Subsequent pre-job conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this Agreement for that work.

5.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and pre-job conferences as noted in articles 5.1 and 5.2 above.

Article 6 WORK ASSIGNMENT

6.1 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.

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

* ***For the purposes of this Section, Nanticoke, Lambton, Bruce Nuclear Power Development (BNPD), Darlington, Pickering, Lines and Stations and the six (6) Electricity Production Zones are each considered one project site.***

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

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

6.5 All work that does not meet the criteria set out in Sections 6.3 or 6.4 will be reviewed and assigned at a markup meeting.

6.6 **WORK ASSIGNMENT**

a. 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.

b. 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 made and adjusted in accordance with the procedure established in the Procedural Rules and Regulations for the Plan for

the Settlement of Jurisdictional Disputes in the Construction Industry dated June 1984 (hereinafter referred to as "the Plan").

c. 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.

d. 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 assignment 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 Union.

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

6.7 JURISDICTIONAL DISPUTES

When a jurisdictional dispute exists between Unions and upon request by the Boilermaker Union, the Employer shall furnish the Boilermaker Union 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.

(a) The International Representative of the Union will advise the Association in writing of the Union’s intent to submit a jurisdictional dispute to the Plan 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, EPSCA agrees to file the dispute at the Plan at the request of the Local Union Business Manager or International Representative. The decision of the Plan shall be final and binding on the parties to this Agreement.

(b) EPSCA shall have direct recourse to the Plan when a dispute arises involving the assignment of work being done by employees who are covered by this Agreement.

(c) In the event that an arbitration decision under the Plan is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Union shall have direct recourse to the Ontario Labour Relations Board (hereinafter referred to as the OLRB) for a decision provided it is processed as a Jurisdictional Dispute under Section 91 of the Ontario Labour Relations Act.

(d) If a Union not bound by the provisions of this Collective Agreement has the right to pursue a Jurisdictional Dispute under Section 91 of the Ontario Labour Relations Act, EPSCA and/or the Boilermaker Union shall have the right to pursue or respond to a Jurisdictional Dispute under Section 91 of the Act before the OLRB.

(e) In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, the arbitration board panel appointed by the Ontario Labour Relations Board pursuant to the Act is authorized to award damages only in circumstances where the other Union(s) involved in the proceedings is (are) not restricted in their ability to claim for damages.

However, this clause 3.6 shall not apply where the mis-assignment of work involves the same employer and the same work previously the subject of a jurisdictional dispute before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

The decision of the panel of the Ontario Labour Relations board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board.

Article 7 UNION SECURITY

7.1 As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, 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. Dues deduction to be based on cents per hour 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 the Association 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 the General Manager of EPSCA before such changes are put into effect. Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place once per calendar year in the month of January. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Article 8 EMPLOYMENT

8.1 For the purposes of this Article, a geographic area will be established for each Major Project. The size of these geographic areas will be dependent upon the location of the work.

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

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 article 8.1 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 all labour required for all work to be undertaken by Employers coming under the scope of this Agreement. All employees employed under the terms of this Article will be required to obtain a referral slip from the Local Union having jurisdiction for the geographic area except as noted in article 8.5 below. All employees will report to EPSCA, or the Employer's, referral office prior to starting work.

8.5 **Non- Nuclear sites**

The Employer shall have the right to request Union members by name, in writing, who shall be issued a referral slip by the Local Union. Employee members may be transferred within the territory of their Local Union by an Employer and will not require an additional referral slip.

The number of employees requested and/or transferred shall not exceed twenty-five per cent (25%) of the employees supplied to the job by the Local Union at any one time, subject to the Local Union being able to supply the employees requested.

8.6 **Nuclear Facilities Only**

The Employer shall have the right to request Union members by name, in writing, who shall be issued a referral slip by the Local Union. Employee members may be transferred within the territory of their Local Union by an Employer and will not require an additional referral slip.

The number of employees requested and/or transferred shall not exceed fifty percent (50%) of the employees supplied to the job by the Local Union at any one time, subject to the Local Union being able to supply the employees requested.

For clarity, no more than twenty five percent (25%) of employees can be transferred to a Nuclear site from a Non-nuclear site within the territory of their Local Union, with the total number of employees requested and/or transferred at a Nuclear site not to exceed fifty per cent (50%). The number of employees requested by name shall not exceed one hundred (100) per Employer and they will be from the Toronto hiring hall. The Employer will notify the Union of transfers.

In the case of a forced outage, there is no restriction on the number of employee members an Employer can transfer. The transfer of employee members for a forced outage shall not result in the layoff of members currently employed at the site.

The Employer shall have the right to recall former employees within forty-five (45) working days of layoff provided the employees are Local Union Field members in good standing, are on the appropriate area hiring list, and have not accepted employment in the interim.

8.7 An Employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days.

8.8 The employment of additional tradespeople and apprentices shall be carried out on the following basis and sequence:

(a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate Local Union office for tradespeople and apprentices required.

The request will include a description of the work, the number of tradespeople and apprentices required, and the name of the Employer for whom the tradespeople and apprentices will be working.

(b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA office or via the Employer.

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

(c) If, after a request has been made, the Union is unable to supply sufficient tradespeople and apprentices to meet the labour requirements of the Employers, the Employers may employ tradespeople and apprentices who are resident within the geographic area. Such tradespeople and apprentices shall comply with the requirements of the Union Security Article of this Agreement.

(d) Once the supply of suitable tradespeople and apprentices within the geographic area has been exhausted and additional tradespeople and apprentices are required, EPSCA, or the Employer with the approval of EPSCA, will contact the International Representative or designee, in order to determine whether suitable Union tradespeople and apprentices are available outside of the geographic area. EPSCA, or the Employer with the approval of EPSCA, will cooperate in providing employment to such Union tradespeople and apprentices on the basis that they be supplied from the nearest location where they are available. Notwithstanding the provisions of Article 28, Generation Projects daily travel or room and board allowance entitlement will be based on the distance in road-driven kilometers from the tradesperson's residence in Ontario. For all work performed on Hydro One (Lines and Stations Construction) projects, road-driven kilometers will be applied in accordance with Appendix E.

Out of Province personnel, other than workers of Local Lodge 555 working at Thunder Bay and Atikokan, will only be recruited after all available members of Province of Ontario Local Unions are employed and only on the mutual agreement of the General Manager of EPSCA and the Local Union Business Manager.

(e) Should it be necessary to reduce the working forces on the job, the Employer shall layoff their employees in the following sequence:

(i) temporary non-members;
(ii) travel card members from other Lodges;
(iii) members of Local Lodge in whose jurisdiction the work is being performed.

Notwithstanding the above-noted sequence, Employers reserve the right to retain employees to utilize their special skills. The Local Business Manager will be notified prior to this occurring.

(f) During a reduction of the work force the existing ratio of apprentices shall be maintained.

(g) During a reduction of the work force the existing ratio of name-hires shall be maintained.

(h) In the case of a recall to work, Employers reserve the right to recall qualified Greenpeople (Atomic Radiation Workers) out of sequence on the out-of-work list to the location from which they were laid off. Recalled Greenpeople will perform sufficient Greenpeople work to maintain their skill level.

R.P.A. will be paid the appropriate foreperson's rate when performing an R.P.A. function

8.9 Re-employment of Boilermaker Union members as required by the Workers Compensation Board shall not be a violation of this Collective Agreement nor be subject to the provisions of Article 8.

8.10 In the event that the percentages of Employer selection (i.e. name hire, transfers, recall) in the ICI sector are greater than contained in this Article, the Employers under this agreement will have access to those higher percentages.

8.11 In the event the Union's out-of-work list is insufficient to satisfy the needs of the requisition, the Union agrees that the Employer shall have access to greater Employer selection (name hire, transfer and/or recall) ratios than those contained in this Article. The parties agree they will make best efforts to meet the needs of the project.

In the event there are other circumstances that warrant further discussion, the parties agree to meet.

Article 9 FOREPEOPLE AND SUBFOREPEOPLE

9.1 It is understood that forepeople and subforepeople 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 forepeople and subforepeople who have a high degree of efficiency in the performance of their jobs and in the handling of their employees. 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 forepeople and subforepeople, the Employers and the Union. The forepeople will not work with the tools of the trade with the intent to replace a journeyperson.

9.2 The parties recognize the responsibilities of forepeople and subforepeople to discharge their managerial duties. If the Union feels that the foreperson or subforeperson is not discharging their managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreperson or subforeperson in the

performance of their 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 forepeople and subforepeople will be the responsibility of the Employers. When making appointments to the foreperson and subforeperson level, the Employers will give consideration to those journeypeople boilermakers they presently employ on site.

9.4 The rates of pay for all foreperson and sub foreperson covered by this Agreement will be set out in the wage schedules attached hereto.

9.5 The foreperson differential shall be twelve percent (12%) or the differential paid in the locality by Employers under Agreement with the Union for construction work of a related nature.

9.6 The subforeperson differential shall be six percent (6%).

9.7 Where the crew size is five (5) or less, including the foreperson, the foreperson may be required to work with the tools of the trade.

Article 10 NON-DESTRUCTIVE TESTING

10.1 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 to the Union, or under the Quality Control Council of Canada Agreement.

Article 11 APPRENTICESHIP AND TRAINING PROGRAMS

11.1 The Employer agrees to pay into operative apprenticeship and training funds established or recognized by agreements between locals of the Union and builders' exchanges, contractors' associations or contractors the amounts specified as funds for apprenticeship and training in the above agreements when employing tradespeople in the specific locality covered by the agreements.

11.2 The Union agrees to supply all pertinent information regarding the funds and provide EPSCA with the opportunity to participate in the local training committees.

11.3 EPSCA will identify, as far in advance as possible, its training needs and relate these needs to the local training committee.

11.4 Should the Local Union be unable to meet EPSCA's training needs, the Employers will establish training programs to provide the skills required in the electrical power systems

sector. The Local Union will refund the Employers an amount of money equivalent to the cost of such programs. The amount of money will be determined by the Employers and the Local Union.

11.5 Both parties to this Agreement acknowledge the Employer's and Union's responsibilities, respectively, in the training of apprentices to meet the Employer's current and future needs.

Apprentices shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeypeople. By agreement of the parties the ratio may be further reduced. When requested, the first Apprentice shall be a fourth or third year Apprentice, if available.

Apprentices shall be employed on Nuclear sites, excluding outage work covered by this Agreement in the ratio of one (1) Apprentice to two (2) Journeypeople. When requested, the first Apprentice shall be a fourth or third year Apprentice, if available.

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager of the Union and reach a mutually acceptable solution.

For the purpose of this article, journeypeople shall not include apprentices, forepeople or any other supervisory position.

11.6 The rates of pay for apprentices covered by the Agreement will be set out in the wage schedules attached hereto.

Article 12 PROTECTIVE CLOTHING AND EQUIPMENT

12.1 The Employer shall supply at no cost to the employee when required by the work the employee is to perform, safety hats, new sweat bands, new liners, welding gloves, working gloves, welding helmets, welding and burning goggles, welding sleeve leathers, and non-prescription safety glasses.

12.2 Welders' capes shall be kept available for temporary issue to welders when engaged on work requiring additional protection such as, but not limited to, arc air gouging and overhead welding.

12.3 No charge shall be made against the employees for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

12.4 On abnormally dirty and/or corrosive work, in which the employees' clothing may be abnormally or permanently damaged, the Employer will supply and maintain the

necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employees.

12.5 Employees will be allowed a reasonable amount of time for clean-up when working on abnormally dirty and corrosive work prior to the end of the shift.

Article 13 WELDING TESTS

13.1 Any welder possessing the appropriate current Ontario Government welding certificate of qualification may be required to take a test. Such welder shall be paid for the time required to take a test together with the travel and transportation expenses contained in Article 29 of this Agreement. Failure to pass a welding test shall preclude payment of transportation expenses.

13.2 Any welder required to take further welding tests at any other time during the Welder's period of employment shall be paid their normal wages for the time required to take such tests.

13.3 Welders passing a test will be furnished a copy of test papers from the Employer or party requiring a test as soon as available. Welders when laid off shall be supplied a letter under the letterhead of the Employer specifying date of welding test and procedure to which the welder is qualified.

Article 14 WAGES AND PAY PROCEDURE

14.1 NORMAL

(a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth (6th) working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 14.1(c), employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to enable them to cash their cheque.

(b) Accompanying each payment of wages shall be a statement, setting forth:

(i) the period of time or the work for which the wages are being paid;

(ii) the rate of wages to which the employee is entitled;

(iii) the amount of wages to which the employee is entitled;

(iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;

(v) any allowance or other payment to which the employee is entitled;

(vi) the amount of vacation pay for which the employee is being credited;

(vii) the amount of recognized holiday pay for which the employee is being credited; and

(viii) the net amount of money being paid to the employee.

(c) In cases of inclement weather being declared on 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. An Employer will provide assistance to employees who require assistance obtaining a bank account.

(e) Where government forms are required, where possible electronic methods will be utilized.

14.2 ON TERMINATION OR LAYOFF

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

(b) An employee who is laid off will receive their final pay by direct deposit or have it mailed to the employee's last known address on record with the Employer by registered mail within five (5) working days of termination. Providing the Employer is notified within forty-eight (48) hours that this Article is not being complied with, the employee will be entitled to four (4) hours at the straight time rate for each normal work day of non-compliance thereafter.

(c) An employee who is discharged shall be provided with their final pay immediately if the Employer's pay facilities are on site or as per article 14.2 (b) if the Employer's pay facilities are not on site.

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

(e) In established cases of long-term illness or jury duty, an employee will be maintained on the Employer's payroll for a period of six (6) months or until the employee's normal date of lay off, whichever occurs first.

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

If an Employee cannot obtain a copy of their ROE from Service Canada, the Employer will provide assistance in obtaining a copy.

14.3 WAGES

(a) The rates of pay for employees in the classifications listed in Article 1 of this agreement shall be as set forth in the wage schedules attached hereto.

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

Article 15 VACATION AND RECOGNIZED HOLIDAY PAY

15.1 The vacation and recognized holiday pay rate shall be twelve percent (12%) [nine percent (9%) vacation and three percent (3%) in lieu of recognized holidays] of total earnings*.

15.2 Payment of the nine percent (9%) vacation pay and the three percent (3%) recognized holiday pay shall be made weekly with the employees' regular pay.

*** "Total earnings" means pay for regular hours, overtime, premium pay, shift differential, retroactive pay adjustments, call-in, Saturday and Sunday premiums, trade training, reporting pay and inclement weather pay.**

Article 16 RECOGNIZED HOLIDAYS

16.1 The holidays recognized under this Agreement are:

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

16.2 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, it shall be observed either on the preceding Friday or following Monday.

16.3 EPSCA reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday or Thursday.

Article 17 CALL-IN PAY

17.1 When an employee is called in outside of the employee's normal hours of work, the employee shall receive a minimum of four (4) hours' work at two (2) times the basic rate plus the employee's appropriate daily travel allowance. If the employee's normal hours' of work commence within this four (4) hour period, the employee will be paid premium time until the start of the employee's normal hours and will revert to the employee's normal hourly rate at the commencement of the employee's normal hours of work.

When working four (4) ten (10) hour days, a minimum payment of five (5) hours shall be applied.

Article 18 REPORTING PAY

18.1 An employee who reports for work at the employee's regular starting time and for whom no work is available, or an employee who reports for and commences work at the direction of the employee's Employer but is unable to continue working, shall receive pay for four (4) hours at the applicable rate, unless the employee has been notified the previous day not to report to work. An additional four (4) hours shall also be paid if the employee is requested to report for work for the second half of the same shift and no work is available, or if the employee commences working in the second half of the same shift at the direction of the employee's Employer but is unable to continue working. An employee will not receive these allowances if the employee is unable to commence or complete the employee's shift as a result of inclement weather. It is not intended by this Article that an employee receive a reporting pay allowance greater than the employee's pay for normal daily hours.

When working four (4) ten (10) hour days, a minimum payment of five (5) hours shall be applied.

18.2 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.

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

Article 19 INCLEMENT WEATHER PAY

19.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain at a protected place designated by the Employer for two (2) hours unless excused by an authorized representative of the employee's Employer.

19.2 An employee who reports for and commences work, but is unable to continue work due to inclement weather, shall receive four (4) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is the greater.

19.3 An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

Article 20 TOOLS AND CLOTHING

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

(a) When personal tools valued in excess of $15.00 are lost due to fire, the Employer will consider the full estimated value up to $250.00 on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesperson is required to have to perform the tradesperson's normal duties with the tradesperson's Employer.

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

(c) In the event of loss by fire at an Employer's work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of $15.00 but not exceeding $500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on

the work site shall be limited to clothing that a tradesperson is required to have to perform the tradesperson's normal duties with the tradesperson's Employer.

(d) In the event of loss by fire at an Employer's 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 by the Employer.

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

20.3 Gang tools as described in the appendices shall be the responsibility of the Employer, however employees are required to take reasonable care in their use of gang tools.

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

Article 21 HOURS OF WORK

21.1 (a) 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 four (4) consecutive shifts that would have been worked had the employee not been reassigned.

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

(a) The weekly hours of work 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.

(b) 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 of the weekly hours of work for each work program at the site. If an Employer intends to change the weekly hours of work in the previous week, no less than three (3) days notice shall be sent to the Local Union.

(c) It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between the Employer (with the approval of EPSCA) and the Union at the pre-job conference or while the job is in progress. Such agreement shall not be unreasonably withheld.

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

(e) The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-fifth (1/5) for all normal scheduled hours worked on that shift.

21.3 Three (3) Shift Operation

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

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

(b) Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

(c) 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.

21.4 Employees shall be at their assembly point prepared to work at their regular startingtime.

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

21.6 A lunch period will be given no earlier than four (4) hours and not more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

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

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

Article 22 ZONE 3 WORK

22.1 Notwithstanding Articles 21.6, 25.1, 25.2, 25.3, 27.1, 27.2 and Appendix B and C, employees performing plastics work in a Zone 3 nuclear environment will have the following meal and rest period conditions:

a. 1-30 minute meal period in each 8 or 10 hour shift

b. 1-30 minute meal period for the first 2 hours worked beyond the regular quitting time on an 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal period will be at straight time if the employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided;

c. 2-15 minute rest periods in each 8 or 10 hour shifts

d. 1-10 minute rest period if an employee works beyond the regular quitting time of an 8 or 10 hour shift;

e. An employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;

f. Meal and rest breaks will be taken as conditions permit and may be postpone to allow employees to start or complete work assignments but will comply with the Employment Standards Act.

Article 23 OVERTIME RATES

23.1 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.

23.2 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 24 SHIFT DIFFERENTIAL

24.1 Employees required to work shift work on the second or third shift shall receive a shift differential of one-fifth for normal scheduled shift hours worked.

Article 25 REST PERIOD

25.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted at the direction of the Employer for employees to rest at their immediate work area for each half shift worked.

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

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

Article 26 LUNCHROOM FACILITIES

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

Article 27 MEALS ON OVERTIME

27.1 If an employee is notified during the time the employee is working that the employee will be required to continue working more than two (2) hours past the employee's normal quitting time that day, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of

overtime worked thereafter. The employee will be allowed thirty (30) minutes paid at straight time rate to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period the paid meal period will supplant the rest period. When a free meal is not provided, the Employer will pay the employee one-half (1/2) hour at the employee's appropriate rate.

To qualify for the above-noted on a Friday, an employee working a forty (40) hour week will be required to work for more than four (4) hours beyond the normal quitting time of the employee's shift. This Article is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Recognized Holidays.

27.2 Where an employee has been notified the previous day, no lunch will be provided but the employee will be allowed thirty (30) minutes to eat, paid at straight time rate, at the time directed by the Employer.

Article 28 GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

DAILY TRAVEL ALLOWANCE

28.1 The daily travel allowance will be paid by the Employers to their employees who are not receiving room and board on the following basis:

(a) If an employee lives less than fifty road-driven kilometers from the project no travel allowance will be paid.

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

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

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

(e) If an employee lives greater than or equal to 110 road-driven kilometers from the Project and does not qualify for subsistence allowance under Article 28.2 below, the employee will receive the rates as set out below provided the employee continues to travel greater than 110 road-driven kilometers for each day worked or reported for.

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 the project as measured through Google Maps.

28.1 Daily Travel Allowance				
Year	**28.1 (b)**	**28.1 (c)**	**28.1 (d)**	**28.1(e)**
2025-05-01	$33.14	$38.50	$42.00	$49.37
2026-05-01	$33.97	$39.46	$43.05	$50.60
2027-05-01	$34.82	$40.45	$44.13	$51.87
2028-05-01	$35.69	$41.46	$45.23	$53.17
2029-05-01	$36.58	$42.50	$46.36	$54.50

Daily Travel Allowance – Remote Projects

When the employee is in receipt of Room and Board Allowance on remote projects, when the roads from the temporary accommodation to the work location are loose surface and where the nearest place of accommodation is in excess of fifty (50) road-driven kilometers from the job, the Employer shall have the option of providing transportation from temporary accommodation, or paying travel allowance in accordance with Article 28.1.

Bruce G.S. "A", Bruce G.S. "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 G.S. "A" and Bruce G.S. "B" turbine halls.

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

All distances for the purposes of Article 28 will be determined by electronic means.

ROOM AND BOARD

28.2 The following conditions will apply for employees whose regular residence* is greater than or equal to110 road-driven kilometers from the project:

(a) An Employer may supply either:

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

(ii) a subsistence allowance; or

(iii) a travel allowance.

(b) An Employee may exercise their 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 the rates set out below for each day worked or reported for when employed at a location south of the French River and for each day worked or reported when employed at a location north of the French River subject to Articles 28.2(c) below.

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

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house facility which is not self-contained; and

2. The total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and

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

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

Upon application, and proof of membership in Local Union, payment of Room and Board will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery and balance owing will be deducted from the final pay.

(d) An employee employed at the Pickering or Darlington Project whose regular residence* is more than greater than or equal to 110 road-driven kilometers from the project and who maintains a temporary accommodation at or near the project shall receive a subsistence allowance of the rates set out below) for each day worked or reported for.

(e) An employee employed at the Bruce Power whose regular residence* is more than greater than or equal to 110 road driven kilometers from the project and who maintains a temporary accommodation at or near the project shall receive a subsistence allowance of the rates set out below, for each day worked or reported for.

28.2 Room and Board					
	28.2 (b) SOUTH OF FRENCH	**28.2 (b) NORTH OF FRENCH**	**28.2 (c) TRAVEL >110**	**28.2 (d) DNGS/PNGS**	**28.2 (e) BRUCE POWER**
Year 1	$130	$145	$61.34	$125	$145
Year 2	$135	$150	$62.87	$130	$150
Year 3	$140	$155	$64.44	$135	$155
Year 4	$145	$160	$66.05	$135	$160
Year 5	$145	$160	$67.70	$140	$160

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

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

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

(a) An employee who remains in camp on a normally scheduled work day on which the employee does not work will be charged $25.00 per day, unless the

employee is excused from work for a legitimate reason by the project medical attendant or an authorized representative of the employee's 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.

28.6 If a journeyperson does not qualify for Room and Board under Article 28.2, and lives greater than or equal to 110 road-driven kilometers from the project, the journeyperson shall receive daily travel as per the rates in Article 28.1 (e).

28.7 If an apprentice does not qualify for Room and Board under Article 28.2, and lives greater than or equal to 110 road-driven kilometers from the project, the apprentice shall receive daily travel as per the rates in Article 28.1 (e).

Article 29 GENERATION PROJECTS - INITIAL TRAVEL AND TRANSPORTATION

29.1 On recruitment of tradespeople who live between 110 and 189 road-driven kilometers from the project, the Employer shall pay $29.00 for the initial trip to the project. An employee who qualifies for this allowance will also receive travel or board allowance, if applicable, on the first day of employment.

29.2 **ONTARIO RESIDENTS**

On recruitment of tradespeople who live in Ontario but beyond 189 road-driven kilometers from the project, the Employer shall pay as an allowance 36¢ per road-driven kilometer, plus one (1) hour's base rate of pay for each 96 road-driven kilometers of travel to a maximum of 768 road-driven kilometers for the initial trip to the project from where the tradespeople live or place of recruitment, whichever is closer to the project.

29.3 **NON-ONTARIO RESIDENTS**

On recruitment of tradespeople who live outside Ontario and beyond 189 road-driven kilometers from the project, the Employer shall pay as an allowance the equivalent of

the cost of public transportation plus travel time based on one (1) hour's base rate of pay for each 96 road-driven kilometers of travel to a maximum of 768 road-driven kilometers for the initial trip to the project from where the tradespeople live or place of recruitment, whichever is closer to the project.

29.4 To qualify for payment in articles 29.1, 29.2 or 29.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

29.5 On termination of employment due to a reduction of staff, an employee entitled to payment under articles 29.1, 29.2 or 29.3, shall be entitled to return expenses calculated in the same manner as in articles 29.1, 29.2 or 29.3 above for the return trip from the project to where the tradesperson 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.

29.6 **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 96 road-driven kilometers of travel. All payment of wages shall be based on the employee's wage rate at the location to which the employee is being transferred.

29.7 (a) On the Thunder Bay and Atikokan Projects, an employee shall qualify for a return trip from the project for each thirty (30) calendar days the employee is on the project if the employee’s regular residence, as defined in Article 28, is more than 480 road-driven kilometers from the project.

(b) For each trip taken, the Employer shall provide return transportation at no cost to the employee, or pay the employee return fare to the employee’s established point of hire. Mode of transportation and fare paid will be that established at each project.

(c) If an employee is unable or does not wish to take such trip immediately on qualifying, the employee may take it later, and any days on the job site in excess of thirty (30) may be credited toward the establishment of subsequent thirty (30) day periods and trip qualifications, provided that in any event such trips shall not be taken in intervals of less than twenty (20) days.

(d) Not more than 25 per cent of the employees on the job shall be away on such trips at one time.

(e) The employee shall not be away from the job site for more than five (5) working days (not including Saturday, Sunday or Holidays) nor more than nine (9) calendar days, whichever is less, otherwise the employee shall be considered to have terminated their employment and Article 8.7 shall apply.

Any additional trips shall be at the employee's own expense and shall not result in absenteeism disruptive to the project.

Provisions in Article 29.7 are separate from Articles 29.4 and 29.5.

Article 30 STANDOFF

30.1 When unable to proceed with the work, an Employer may elect to either layoff or standoff part or all of the crew.

(a) Layoff
If the Employer elects layoff, it shall be carried out in accordance with this Agreement. An employee laid off will be issued or provided electronically with a Record of Employment indicating "Layoff - shortage of work".

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

30.2 An employee qualifying for subsistence allowance (subject to 30.1 b) who is placed on standoff will be paid the employee's appropriate subsistence allowance for the duration of the standoff. These days are deemed to be non-work days.

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

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

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

30.3 On commencement of Standoff an employee will be issued a Record of Employment form.

30.4 If an employee elects layoff, it shall be carried out in accordance with the terms of this Agreement. An employee laid off will be issued a Record of Employment form indicating "Layoff - shortage of work" dating back to the employee's first day of standoff.

Article 31 BENEFITS

31.1 The Employer agrees to pay into operative health and pension funds established by agreement between the Union and contractors engaged in construction work the hourly contributions specified in the attached wage schedules for all hours paid excluding travel time.

31.2 The Union agrees to supply the Employer with all current information regarding the above funds, together with all administrative material required.

31.3 In order to reduce administrative costs, the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum.

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

31.5 In support of our Canadian Military Veterans, the Parties to this Agreement agree to contribute to Helmets to Hardhats. Each Employer performing work under the terms and conditions of this Agreement shall contribute $0.02 per hour worked, and each Employee working under the terms and conditions of this Agreement shall contribute $0.02 per hour worked as set out in the wage schedules attached hereto effective May 1, 2025- April 30, 2030.

31.6 On November 30th, 2022, the Employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are seventy-one (71) years of age or older. The pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) will be paid on behalf of the applicable employee to the Boilermakers' National Health Plan (Canada). The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other employees covered under the terms of this agreement. In the event the Employer, in error, makes pension contributions beyond the November work month on behalf of an employee who is seventy-one (71) years of age

or older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions to the employee's account in the Boilermakers' National Health Plan (Canada).

Article 32 GRIEVANCE PROCEDURE

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

32.2 PRELIMINARY DISCUSSION

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or the steward and the employee's supervisor.

32.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with the appropriate EPSCA representative, and the Employer. Such grievance shall be filed within ten (10) working days of the alleged grievous act.

Within ten (10) working days of the filing of the grievance, the appropriate EPSCA representative or EPSCA's designate shall investigate the grievance and convene a meeting which the appropriate EPSCA representative/EPSCA's designate or the Accredited Union Representative considers necessary to resolve it. The appropriate EPSCA representative or designate shall give their reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting.

Copies of completed grievance forms signed by the appropriate parties shall be filed by the appropriate EPSCA representative or 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 Management Committee shall comprise the appropriate EPSCA representative or designate, plus two (2) Management officials, one (1) of whom shall be a representative of the Employer

against whom the grievance has been filed. The Union Committee shall comprise the Accredited Union Representative plus two (2) additional Union officials.

32.4 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 on the prescribed form to appropriate EPSCA representative and the Employer. Such grievances shall be referred within ten (10) 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.

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

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the appropriate EPSCA representative plus two (2) other Management Representatives, one (1) of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three (3) persons, including the International Representative and the Accredited Representative for the grievor, plus one (1) other representative of the Union.

32.5 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.

32.6 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union or EPSCA and Employer, 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.

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

32.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 33 ARBITRATION

33.1 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 32, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the Union to a Board of Arbitration for adjudication. The party desiring to submit the dispute to arbitration shall notify the other party in writing of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon request of the other party. If the two (2) nominees fail to agree upon a Chair, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by 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 Chair governs.

33.2 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.

33.3 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 Chair shall be shared equally by the parties.

33.4 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 34 INDIGENOUS CONTENT COMMITMENT

34.1 Where an Indigenous commitment has been established on a project, the Union will cooperate in meeting the content commitments.

For projects, or jobs within a project, that are less than $250,000 field labour, and have Indigenous content commitments, the terms of this Collective Agreement will not apply to these Indigenous commitments.

The parties acknowledge the Truth and Reconciliation Commission of Canada Calls to Action.

The parties agree to ensure that Indigenous peoples have equitable access to jobs, training, and education opportunities in the corporate sector and that Indigenous communities gain long-term sustainable benefits from economic development projects that are within their control and/or parties' ability to influence.

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

Article 35 EQUAL OPPORTUNITY

35.1 The parties are committed to providing equal opportunities to all individuals interested in pursuing apprenticeship training, including, but not limited to, youth, unemployed workers, women, Indigenous peoples, newcomers to Canada, military veterans transitioning to civilian life and those looking for a new career. This commitment to providing training and employment opportunities to a diverse cross-section and often under-represented groups in Ontario forms part of the Boilermakers constitution.

Article 36 RESPECT IN THE WORKPLACE

36.1 The Union commits to training its members in "Respect in the Workplace".

Article 37 ENABLING AGREEMENT

37.1 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Union and EPSCA when they deem it prudent. It is understood and agreed that where mutual agreement for such a change cannot be achieved, the request shall not be subject to either grievances or arbitration.

Article 38 NEGOTIATION FOR MAJOR REFURBISHMENTS/OUTAGES

38.1 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 affect at the date of the successful completion of those negotiations and will form part of the EPSCA/Boilermaker agreement.

Article 39 NO STRIKE - NO LOCKOUT

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

Article 40 RADIATION WORK

40.1 (a) Local Union to be provided with a copy of Radiation Protection Regulations and any revisions from Ontario Power Generation Inc., Bruce Power and any other Nuclear Plant covered by the EPSCA Collective Agreement.

(b) Local Union to be provided with a copy of Radiation Protection Procedures and any revisions from Ontario Power Generation Inc., Bruce Power and any other Nuclear Plant covered by the EPSCA Collective Agreement.

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

Article 41 TERM OF AGREEMENT

41.1 This Agreement shall continue in full force and effect from May 1, 2025until April 30, 2030 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) months effective period either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

In witness whereof EPSCA and the Union have caused this Agreement to be executed in their name by duly authorized representative at Toronto this 30 of April, 2025.

For:	For:
THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION	INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS
Alex Lolua	Arnie Stadnick
Alex Lolua	Arnie Stadnick

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 (or Appendix E, Article 1 for Lines and Stations).

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

(d) An employee who is absent from work without approval and who remains in camp and is still absent from work on 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 the employee is on the project on the following basis:

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

(b) If an employee lives greater than 189 road-driven kilometres from the project, the Employer shall pay as an allowance, forty dollars ($40.00) plus travel time based on the equivalent of one (1) hours base rate of pay for each ninety-six (96) road-driven kilometres, or portion thereof, of travel time to a maximum of 960 road-driven kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

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.

APPENDIX C BOILERMAKER TEMPORARY HELPER CLASSIFICATION IN THE NUCLEAR INDUSTRY

Section 1-Preamble:

The parties to this Appendix recognize the need for Boilermakers to be available to perform skilled work during the major programs in the Nuclear Industry. These projects will create an unprecedented demand for boilermakers in the Nuclear industry. Additionally, they recognize that some work traditionally performed by Boilermakers is labourious and dose intensive in nature, and will substantially impact the availability of Boilermakers to perform skilled work. This agreement will not only ensure there are enough skilled trades people to perform short duration, high intensity jobs but it will also provide an opportunity to be inclusive of all community groups to enter the Boilermaker trade.

A Boilermaker "Helper" classification does not currently exist under S. 1.4 of the current provisions of the EPSCA Collective Agreement and therefore the intent of this Appendix is to develop the parameters for the inclusion of the aforementioned Boilermaker Helper classification, exclusively for the Nuclear industry. The provisions outlined herein are without precedent or prejudice to any other matters.

The Employer and the Union shall discuss in advance of the utilization of the Helper classification. Such discussions will take place as soon as practicable.

Section 2-Classification:

The following additional classification will be added to S. 1.4 of the EPSCA Collective Agreement for the Nuclear industry only:

Helper

For the classification above, the provisions of this Appendix will supersede those described in the EPSCA Collective Agreement. Where this Appendix is silent, the provisions of the EPSCA Collective Agreement will apply.

Section 3-Wages:

The following provisions will be added to the wage schedule for the inclusion of the "Helper" classification as described in Section 2 of this Appendix. Helpers are to be paid as per the wage schedule for a 2nd year apprentice.

Section 4-Layoff:

The layoff of the "Helper" classification as described in Section 2 of this Appendix will be in accordance with Section 8.8 e) of the EPSCA Collective Agreement as well as Article 6 of the Nuclear Projects Agreement. This classification of employee, for the purpose of reducing work forces on the job, will fall under the (i) category, temporary non-members, of Article 8.8 e).

Section 5-Duration of Employment:

The parties recognize the intent of the "Helper" classification outlined in Section 2 of this Appendix is to assist in particular tasks of a finite duration for major programs in the nuclear Industry.

Section 6-Local Commitment:

The parties agree that recruitment into this program will be focused on the local community. The parties also recognize the importance of all community groups and understand the importance of recruiting from each of these groups. As such, a candidate pool for the "Helper" classification described in Section 2 of this Appendix will be developed jointly between the parties, and entry into the training program for aforementioned classification will also be determined jointly.

Section 7-Training:

Within 90 days of signing this Appendix, the parties will come together to jointly determine the skills/training required for the "Helper" classification as described in Section 2 of this Appendix, and agree upon training delivery methods and location of training facilities.

Appendix D shall be added as an appendix to the current EPSCA Collective Agreement and each renewal Collective Agreement occurring during the term of this Appendix.

Dated: October 3, 2018

Electrical Power Systems Construction Association

International Brotherhood of Boilermakers, Ironship Builders, Blacksmiths, Forgers and Helpers on its behalf and on behalf of Local Lodge 128

APPENDIX D BOILERMAKER RADIATION PROTECTION COORDINATOR ASSISTANT CLASSIFICATION IN THE NUCLEAR INDUSTRY

Section 1-Purpose:

The parties recognize the need for Boilermakers to be available to perform skilled work during major programs in the nuclear industry. These projects will create an unprecedented demand for Boilermakers in the nuclear industry. To ensure an adequate supply of skilled and experienced Boilermakers, the parties agree to the following:

Article 8.8 h) of the Collective Agreement shall be amended to add the following:

To supplement the use of Radiation Protection Coordinators ("Greenpeople" or "RPA"), Radiation Protection Coordinator Assistants (RPC Assistants) will be paid at the Boilermaker 2nd year Apprentice rate as set out in the wage schedule. It is understood that RPC Assistants will be recruited from non-traditional places of recruitment (e.g., Durham College, Algonquin College, Loyalist College, etc.). For further clarity, there is no requirement for the RPC Assistant to be a journeyperson or registered apprentice in the Boilermaker trade.

Appendix D shall be added as an appendix to the current EPSCA Collective Agreement and each renewal Collective Agreement occurring until the end of Bruce Power's major component replacement outages and OPG's Darlington refurbishment.

For the RPC Assistant the provisions of this Appendix will supersede those described in the EPSCA Collective Agreement. Where this Appendix is silent, the provisions of the Collective Agreement will apply.

This agreement is without precedent or prejudice to any other matter.

Section 2-Hiring:

The RPC Assistant will supplement the current Boilermaker workforce in support of Bruce Power's MCR and OPG's Darlington Refurbishment. The intention of the parties is not to prevent qualified Boilermakers from having an opportunity to perform RPC duties; it is to ensure that both utilities have enough qualified Boilermakers available to perform their trade, while making every effort to adhere to S. 12.2 of the EPSCA/Boilermaker Nuclear Projects Agreement (I.e. the fair shake ratio).

Effective the date of this agreement, future Boilermaker referrals for participation in radiation protection will be RPC Assistants unless mutually agreed upon by the parties.

Section 3-Layoff:

The layoff of the RPC Assistant will be in accordance with Section 8.8 e) of the Collective Agreement as well as Article 6 of the Nuclear Projects Agreement. The RPC Assistant, for the purpose of reducing RPC work forces, will fall under the (i) category, temporary non-members, of Article 8.8 e).

As per the above in this section, if a layoff of RPCs is necessary, all RPC Assistants will be laid off prior to the layoff of currently employed qualified Boilermaker RPCs, so long as there are sufficient qualified Boilermakers to perform the Boilermaker trade for the rest of the project.

Section 4-Jurisdiction:

The parties recognize the intent of the RPC Assistant is to assist in particular tasks of an ongoing duration on the OPG Darlington Refurbishment and Bruce Power MCR projects. The RPC Assistant will not create or alter the current jurisdiction of the Boilermakers. The provisions outlined herein are without precedent or prejudice to any other matter.

Section 5-Local Commitment:

The parties agree that recruitment into this program will be focused on drawing from the local communities at both the Bruce MCR project as well as the OPG Darlington Refurbishment project. The parties also recognize the importance of all community groups and understand the importance of recruiting from each of these groups.

Section 6-Training:

Within 90 days of signing this Appendix, the parties will come together to jointly determine the recruitment and training schedules required for the RPC Assistant, and will agree on training criteria and location of facilities.

Dated: October 3, 2018

Electrical Power Systems Construction Association

International Brotherhood of Boilermakers, Ironship Builders, Blacksmiths, Forgers and Helpers on its behalf and on behalf of Local Lodge 128

APPENDIX E HYDRO ONE (LINES AND STATIONS CONSTRUCTION) DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

Article 1

HYDRO ONE (LINES AND STATIONS CONSTRUCTION)INITIAL TRAVEL AND TRANSPORTATION

DAILY TRAVEL ALLOWANCE

1.1 The daily travel allowance will be paid by the Employers to their employees who are not receiving room and board on the following basis:

(a) If an employee lives less than fifty (50) road-driven kilometers* from the project, no travel allowance will be paid.

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

(c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the project, the employee shall receive the rates as set out below for each day worked or reported for.

(d) If an employee lives ninety-six (96) to one hundred and ten (110) road-driven kilometers from the project, the employee shall receive the rates as set out below for each day worked or reported for.

(e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project and does not qualify for subsistence allowance under Article 1.5 below, the employee will receive the rates as set out below provided the employee continues to travel greater than or equal to one hundred and ten (110) road-driven kilometers for each day worked or reported for.

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

Appendix E Daily Travel Allowance				
Year	**1.1 (b)**	**1.1 (c)**	**1.1 (d)**	**1.1(e)**
2025-05-01	$33.14	$38.50	$42.00	$49.37
2026-05-01	$33.97	$39.46	$43.05	$50.60
2027-05-01	$34.82	$40.45	$44.13	$51.87
2028-05-01	$35.69	$41.46	$45.23	$53.17
2029-05-01	$36.58	$42.50	$46.36	$54.50

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

1.3 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, project or declared assembly point, depending on where the employee is directed to report.

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

ROOM AND BOARD

1.5 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 project:

(a) An Employer may supply either:

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

(ii) A subsistence allowance; or

(iii) A travel allowance.

(b) An employee may exercise their option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of the rates as set out below for each day worked or reported for when employed at a location south of the French River and the rates as set out below for each day worked or reported when employed at a location north of the French River subject to Article 1.5(c) below.

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

Upon application, and proof of membership in Local Union, payment of Room and Board will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery and balance owing will be deducted from the final pay.

Appendix E Room and Board			
	1.5 (b) SOUTH OF FRENCH	**1.5 (b) NORTH OF FRENCH**	**1.5 (c) TRAVEL >110**
Year 1	$130	$145	$61.34
Year 2	$135	$150	$62.87
Year 3	$140	$155	$64.44
Year 4	$145	$160	$66.05
Year 5	$145	$160	$67.70

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

1. *The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps). This is in contrast to a boarding type of situation such as a hotel/motel room, or boarding house facility which is not self-contained; and*

2. *The total financial responsibility for the continued maintenance and upkeep of the residence rests solely with the employee. The employee must be able to show proof of such financial responsibility in accordance with the "Application for Daily Travel/Room and Board Allowance"; and*

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

1.6 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Articles 1.1 and 1.5 above when such employee reports for work but does not remain at work for the employee's scheduled daily hours unless excused by an authorized representative of the employee's Employer.

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

1.8 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 the employee does not work will be charged $25.00 per day, unless the employee is excused from work for a legitimate reason by the project medical attendant or an authorized representative of the employee's 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.

1.9 If a journeyperson does not qualify for Room and Board under Article 1.5, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, the journeyperson shall receive daily travel as per the rates in Article 1.1 (e).

1.10 If an apprentice does not qualify for Room and Board under Article 1.5, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, the apprentice shall receive daily travel as per the rates in Article 1.1 (e).

Article 2

HYDRO ONE (LINES AND STATIONS CONSTRUCTION) INITIAL TRAVEL AND TRANSPORTATION

2.1 On recruitment of tradespeople who live between one hundred and ten (110) road-driven and one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay $29.00 for the initial trip to the project. An employee who qualifies for this allowance will also receive travel or board allowance, if applicable, on the first day of employment.

2.2 **ONTARIO RESIDENTS**

On recruitment of tradespeople who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay as an allowance 36¢ per road-driven kilometer, plus one (1) hour's base rate of pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 640 road-driven kilometers for the initial trip to the project from where the tradespeople live or place of recruitment, whichever is closer to the project.

2.3 **NON-ONTARIO RESIDENTS**

On recruitment of tradespeople who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay as an allowance the equivalent of the cost of public transportation plus travel time based on one (1) hour's base rate of pay for each ninety-six (96) road-driven kilometers of travel to a maximum of 640 road-driven kilometers for the initial trip to the project from where the tradespeople live or place of recruitment, whichever is closer to the project.

2.4 To qualify for payment in articles 2.1, 2.2 or 2.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

2.5 On termination of employment due to a reduction of staff, an employee entitled to payment under articles 2.1, 2.2 or 2.3, shall be entitled to return expenses calculated in the same manner as in articles 2.1, 2.2 or 2.3 above for the return trip from the project to where the tradesperson 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.

2.6 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 or mileage $0.36, whichever is deemed appropriate by the Employer/ Management for the initial trip to the new work location 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 the employee is being transferred.

STATEMENT OF UNDERSTANDING No. 1

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

HIRING AND MOBILITY REOPENER

The Union agrees that, in the event of legislation being introduced in the ICI sector that would put EPSCA at a disadvantage regarding hiring and mobility, they would reopen negotiations to deal with these issues.

Dated this 7th day of April, 2000.

E. Power	*B. Roberts*
For the Union:	For EPSCA

STATEMENT OF UNDERSTANDING No. 2

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

It is agreed by the Electrical Power Systems Construction Association and The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers that all work performed by pregnant female atomic radiation workers will be performed in accordance with the Ontario Power Generation and Bruce Power LP NEW Regulations.

Dated at Toronto this 7th day of April, 2000.

B. Roberts

EPSCA

E. Power

BOILERMAKERS

STATEMENT OF UNDERSTANDING No. 3

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

THUNDER BAY GENERATING STATION

For the purposes of initial and return travel for work performed at Thunder Bay G.S., employees supplied from The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers out of work list (other than Thunder Bay) shall be compensated on the following basis:

Winnipeg & Sudbury Hiring Hall	- 2 hours travel time plus air transportation (economy fare) to Thunder Bay.
Toronto Hiring Hall	- 4 hours travel time plus air transportation (economy fare) to Thunder Bay.

Employees supplied from the Thunder Bay out of work list to work at Thunder Bay G.S. will be compensated as per Article 29 – Travel and Transportation of the EPSCA/Boilermaker Collective Agreement.

ATIKOKAN GENERATING STATION

For the purposes of initial and return travel for work performed at Atikokan Generating Station, employees supplied from The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers out of work list shall be compensated on the following basis:

Thunder Bay Hiring Hall	- 3 hours pay plus equivalent public transportation (bus fare) to Atikokan.
Winnipeg & Sudbury Hiring Halls	- 2 hours travel time plus air transportation (economy fare) to Thunder Bay and 3 hours pay plus equivalent public transportation (bus fare) to Atikokan.

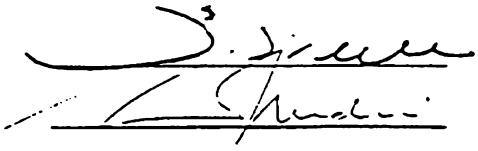
Toronto Hiring Hall	- 4 hours travel time plus air transportation (economy fare) to Thunder Bay and 3 hours pay plus equivalent public transportation (bus fare) to Atikokan.

For all work performed at Thunder Bay G.S. and Atikokan G.S., the Union will notify the EPSCA Office when the Thunder Bay out of work list has been exhausted, as per Article 8.8 (d) – Employment of the EPSCA/Boilermaker Collective Agreement.

Dated at Toronto this 3rd day of April, 1992

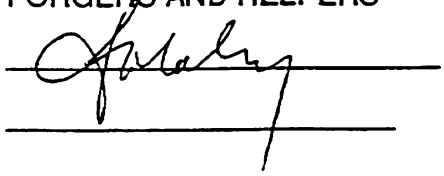
For:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION



For:

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS



STATEMENT OF UNDERSTANDING No. 4 EMPLOYMENT EQUITY

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

It is recognized by the Electrical Power Systems Construction Association and The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers that Employment Equity legislation will be passed during the life of this Collective Agreement.

The parties therefore agree to consider and address the legislation as it affects the accommodation of Indigenous and any other group designated by the legislation.

Signed at TORONTO the 3rd day of APRIL, 1992.

J. Maloney
Business Manager
Local 128

J.G. Knight
General Manager
EPSCA

STATEMENT OF UNDERSTANDING No. 5 EMPLOYMENT REFFERRALS

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

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 check. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of $50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security clearance forms.

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

Dated at Toronto, this 7th day of April, 2000.

B. Roberts	*E. Power*
EPSCA	BOILERMAKERS

STATEMENT OF UNDERSTANDING No. 6 APPLICATION OF STANDOFF ARTICLE

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

THE INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

APPLICATION OF STANDOFF ARTICLE

Through the course of bargaining the parties have come to an agreement on the administration of Article 30 – Standoff. Following are some examples of the appropriate use of this Article to deal with circumstances beyond an Employer's control

- Used as a layover from one job to another at the same site (not to be used as a transfer of employees to another site)
- Storage of materials
- Inclement weather



STATEMENT OF UNDERSTANDING No. 7

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

And

THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS

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

Dated at Toronto, this 7th day of April, 2000.

E. Power	*B. Roberts*
BOILERMAKERS	EPSCA

LETTER OF UNDERSTANDING No. 8
INDUSTRY STANDARD TRAINING

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

There will be a commitment between EPSCA and the Boilermakers to meet to review the applicability of the Boilermaker I.C.I. Letter of Understanding concerning industry standard training courses.

EPSCA	BOILERMAKERS
Ivars Starasts	*Jim Tinney*

LETTER OF UNDERSTANDING No. 9 PAYMENT OF TRAVEL ALLOWANCE NORTH OF THE FRENCH RIVER

BETWEEN

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

During current negotiation discussions, the Union raised concerns about travel to certain Generating sites north of the French River.

The Parties agree that the discussion of such concerns, including the ability to enable Article 28.1– Daily Travel Allowance – Remote Projects under Article 37 is a fit matter for discussion prior to the commencement of work.

Dated this 22nd day of June, 2004 at Toronto, Ontario.

EPSCA	BOILERMAKERS
Ivars Starasts	Jim Tinney

LETTER OF UNDERSTANDING No. 10 OFF-SITE TRAINING

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

When an Employee who is hired through the EPSCA office is sent off-site for training, the Employer agrees to apply the terms and conditions of the EPSCA/Boilermaker Collective Agreement to that Employee.

Dated: April 29, 2020

EPSCA

Alex Lolua

BOILERMAKERS

ARNIE STADNICK

LETTER OF UNDERSTANDING No. 11 COLLECTIVE AGREEMENT AND WAGE SCHEDULE IMPLEMENTATION

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

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

Dated: April 29, 2020

EPSCA

Alex Lolua

BOILERMAKERS

ARNIE STADNICK

LETTER OF UNDERSTANDING No. 12 6 X 3 SCHEDULE – 7 DAY COVERAGE – NUCLEAR ONLY

Between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

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.

This shift schedule is intended for work durations of greater than thirty-six (36) days, however, it is recognized that unforeseen circumstances may require an interruption, suspension or cancellation of this schedule.

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

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts at straight time, with overtime as required, followed by three (3) consecutive days off. 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**,** with the exception of approved time off by the Employer, the Employer will pay the applicable room and board for the six (6) days on the scheduled rest rotation no later than the end of the third rotation following the end of the scheduled rest rotation.

Shift changes amongst employees must be authorized by the Employer.

If an Employer intends to assign employees to this schedule, notice will be provided to the Union no less than seven (7) calendar days before the assignment.

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

Where an Employer requests, and an employee agrees to work their scheduled rest rotation, any regularly scheduled hours of work of eight (8) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Shift Provisions

Day Shift

Regularly scheduled hours of work of eight (8) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

Afternoon Shift

Regularly scheduled hours of work of eight (8) hours 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.

Night Shift

Regularly scheduled hours of work of eight (8) hours 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 non-shift 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.

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 23 – Overtime Rates.

Dated: April 29, 2020

EPSCA

Alex Lolua

BOILERMAKERS

ARNIE STADNICK

LETTER OF UNDERSTANDING No. 13 PRE-APPRENTICE CLASSIFICATION

Between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

The parties to this LOU agree to implement a new wage schedule classification for a "**Pre-Apprentice**".

The Pre-Apprentice will be considered an Apprentice for the purposes of Article 1.4 of the Collective Agreement.

The duration of the Pre-Apprentice term will be six (6) months, regardless of the number of hours worked during this period.

At the conclusion of the six (6) months, the Pre-Apprentice will become a First Year Apprentice. Any Apprentice who has completed 1650 hours and completed the corresponding training requirements as determined by the Union will become a Second Year Apprentice.

The Union will be responsible for notifying the Employer when a Pre-Apprentice is eligible to be compensated as a First Year Apprentice.

The wages and pay treatment for the Pre-Apprentice shall be as set forth in the wage schedules attached hereto.

The provisions outlined herein are without precedent or prejudice to any other matters.

This LOU will expire on April 30, 2030 and must be renegotiated by the parties.

Dated: April 29, 2020

EPSCA

Alex Lolua

BOILERMAKERS

ARNIE STADNICK